CONTRACT DOCUMENTS

Contract Document Guide for CDBG-Funded Construction Contracts

This Guide may to used to prepare construction bid and contract documents. Attached to the Guide are samples of model and required contract documents.

The purpose of this Guide is to assist CDBG Grant recipients in the preparation of contract documents for construction activities. While portions of the material are advisory, certain portions, due to various statutory requirements, MUST be adopted verbatim.

The Guide incorporates the provisions of HUD regulation 24 CFR Part 85, and the provisions of the Virginia Public Procurement Act, as amended. When State and Federal requirements address the same issue, the more stringent requirement must be met.

The purpose of the sample language included in this Appendix is to convey the intent of the requirements. Thus, a Grantee may use its own language, provided the intent of the requirement is met. A word of caution--whenever one section of the Guide is modified or deleted, it may affect one or more other sections.

The Grantee and its attorneys are responsible for assuring that the contract documents as issued comply with the Grant Agreement, 24 CFR Part 85, the Virginia Public Procurement Act, and Federal, State and local laws, regulations and procedures.

Issues to be Addressed in Developing an Invitation To Bid

Each of the following issues will need to be addressed by the Grantee prior to the Invitation to Bid. While the design consultants may address these issues, it is the responsibility of the Grantee to ensure compliance with the applicable requirements.

1. Formal Advertising, Sealed Bids and Public Opening

Under the Virginia Public Procurement Act (Section 11-41.1), formal advertising and sealed bids are required for construction contracts in excess of \$50,000. The Virginia Public Procurement Act (Section 11-37) states that public notice of the Invitation to Bid must be given at least ten days prior to

the date set for receipt of bids; 24 CFR Part 85 also requires that all bids be opened publicly at the time and place stated in the Invitation to Bid.

2. Withdrawal of Bid Due to Error

One of the two procedures stated in Section 11-54 of the Virginia Public Procurement Act MUST be selected and stated in the advertisement.

3. Contract Pricing Arrangements

The following requirements MUST be met: (1) The contract must be a <u>firm-fixed-price</u> contract (lump sum or unit prices); and (2) The cost plus percentage of cost and percentage of construction cost method of contracting shall not be used.

4. Location of Contract Documents

Bidders MUST be made aware of where the plans and specifications can be obtained and whether a deposit is required and, if required, whether any portion will be refunded.

5. <u>Bid Guarantee</u>

A bid guarantee, or bid bond, is required for all construction projects with bids greater than \$100,000. Terms of the bid guarantee MUST be cited or referenced in the Invitation to Bid (See Section 11-57 of the Virginia Public Procurement Act).

6. <u>Pre-Bid Conference</u>

A pre-bid conference is optional, but <u>highly recommended</u>.

7. Prequalification of Bidders

Section 11-46 of the Virginia Public Procurement Act states, "Prospective contractors may be pre-qualified for particular types of supplies, services, insurance, or construction, and consideration of bids or proposals limited to pre-qualified contractors. Any prequalification procedure shall be established in writing and sufficiently in advance of its implementation to allow potential contractors a fair opportunity to complete the process." Section 11-37 provides "... unless the public body has provided for prequalification of bidders, the Invitation to Bid shall include a statement of any requisite qualifications of potential contractors"

HUD regulation 24 CFR Part 85 requires Grantees to "make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be

given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources." Consistent with this standard of making awards only to responsible contractors, Grantees MUST either pre-qualify prospective contractors OR qualify potential contractors during the bid process (the latter method is included in the Sample Invitation To Bid).

8. Contractor License/Registration

Under Title 54.1, Chapter 11 of the Code of Virginia, bidders must be licensed as a Class A contractor or registered as a Class B contractor in the Commonwealth of Virginia per the following definitions under Section 54.1-1100:

- a. <u>Class A Contractors</u> "perform or manage construction, removal, repair, or improvements when (i) the total value referred to in a single contract or project is \$70,000 or more, or (ii) the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is \$500,000 or more."
- b. <u>Class B Contractors</u> "perform or manage construction, removal, repair or improvements when (i) the work performed in such contract is \$1,500 or more, and when the total value referred to in a single contract or project is less than \$70,000,, or (ii) the work is for the purpose of landscape irrigation or constructing a water well to reach groundwater as defined in Section 62.1-255 regardless of contract or project amount."

Section 54.1-1112 states, "All architects and engineers preparing plans and specifications for work to be contracted in Virginia shall include in their invitations to the bidder and in their specifications a reference to this chapter so as to convey to the invited bidder prior to the consideration of the bid (i) whether such person is a resident or nonresident of this Commonwealth, (ii) whether the proper license has been issued to the bidder, and (iii) the information required of the bidder to show evidence of the proper licensure under the provisions of this Chapter."

9. <u>Federal Requirements</u>

Bidders and contractors performing work under this Invitation to Bid are bound, wherever applicable, by the requirements of:

- a. President's Executive Order 11246 as amended by Executive Order 11375;
- b. Title VI of the Civil Rights Act of 1964, as amended;
- c. Section 109 of The Housing and Community Development Act of 1974, as amended;
- d. Section 3 of the Housing and Urban Development Act of 1968;

- e. Immigration Reform and Control Act of 1986
- f. Davis-Bacon Act;
- g. Copeland Anti-Kickback Act;
- h. Contract Work Hours and Safety Standards Act.

10. Erosion Control

If construction will result in a land-disturbing activity, the Grantee should consult Title 10.1, Chapter 5, Article 4 Erosion and Sediment Control Law of the Code of Virginia to determine whether the activity is exempt from erosion control requirements. Unless the activity meets the exemption criteria of Title 10.1, erosion control measures are required for land-disturbing activities in excess of 10,000 square feet. Exemptions include any lot or parcel of land of 10,000 square feet or less used for residential purposes or to shorelines where the erosion results from wave action or other coastal processes.

NOTE: the Grantee may have stricter erosion control regulations which must be complied with.

It is desirable to alert the bidder when erosion control measures are required; although there is no requirement that this be done in the Invitation to Bid.

11. Negotiation with Lowest Responsible Bidder

Section 11-53 of the Virginia Public Procurement Act provides in part that "such negotiation may be undertaken only under conditions and procedures described in writing and approved by the public body prior to issuance of the Invitation to Bid and summarized therein." For more discussion of this issue see Part B of this Appendix, "Developing Instructions For Bidders," Item 11, "Award of Contract."

12. On Site Project Sign

The contractor must erect a Project Identification Sign at the construction site to identify locality, project name, engineer, contractor, and the Virginia Department of Housing & Community Development by name, logo and amount of funding. Specifications for this sign are included with the required contract inserts transmitted by DHCD along with the wage-decision.

B. Developing Instructions For Bidders

INSTRUCTIONS: THIS GUIDE CONTAINS TWO TYPES OF INSTRUCTIONS TO BIDDERS. THE FIRST INCLUDES THOSE THAT ARE CONSIDERED GOOD CONTRACTUAL PROVISIONS, AND THE SECOND INCLUDES THOSE THAT COMPLY WITH STATE OR FEDERAL REQUIREMENTS. Concerning the latter, the requirements are stated first and then sample wording follows. SINCE ALL OF THESE SECTIONS BECOME AN ESSENTIAL PART

OF THE CONTRACT DOCUMENTS, IT IS IMPORTANT THAT EACH SECTION BE APPROPRIATELY ADDRESSED WHEN THE GRANTEE DEVELOPS ITS INSTRUCTIONS FOR BIDDERS.

1. Addenda and Interpretations

Requirements: Section 11-50 of the Virginia Public Procurement Act provides that "Every public body awarding Public contracts shall establish procedures whereby comments concerning specifications or other provisions in Invitations to Bid or Requests for Proposal can be received and considered prior to the time set for receipt of bids or proposals or award of the contract." This section does not, however, apply to towns with a population of less than 3,500. Nevertheless, to meet the Federal requirement that the procurement system be "fair," ALL Grantees MUST comply with Section 11-50 of the Virginia Public Procurement Act.

SAMPLE

No	oral	inte	rpret	tation	will	be	made	to	any	BID	DER	as to	SF	ECIFICA	ATIO	NS or	any
othe	er p	art	of	the (CON	TR	ACT	DC	CUI	MEN	TS.	Eve	ery	request	for	such	an
inte	rpre	tatio	n sh	all be	mad	i et	n writii	าg ส	addr	esse	d to						

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and to be given consideration must be received at least seven days prior to the date fixed for opening of bids. Every interpretation made to a BIDDER will be in the form of an Addendum to the CONTRACT DOCUMENTS, and when issued, will be on file in the office of the PUBLIC BODY and the office of the ENGINEER, at least five days before bids are opened. All ADDENDA will be mailed to each person holding CONTRACT DOCUMENTS, but it shall be the BIDDER'S responsibility to make inquiry as to the ADDENDA issued. All such ADDENDA shall become part of the CONTRACT and all BIDDERS shall be bound by such ADDENDA, whether or not received by the BIDDERS.

2. Inspection of Site and Conditions of Work

SAMPLE

BIDDERS should visit the site of the proposed PROJECT and become fully acquainted with the pertinent local conditions such as location, accessibility and general character of the site or building, and the character and extent of existing work within or adjacent to the site. BIDDERS should thoroughly examine the DRAWINGS, SPECIFICATIONS, and all other CONTRACT DOCUMENTS. Claims, as a result of failure to do so, will not be considered by the PUBLIC BODY.

- 3. <u>Time for Completion</u>
- a. "TIME FOR COMPLETION" means the number of consecutive days following the receipt of a Notice to Proceed which the CONTRACTOR has to complete the WORK.
- b. There are two methods by which the time for completion may be determined:
 - (1) The Grantee may designate the time for completion in the specifications or other pre-bid documents.
 - (2) The Grantee may request that bidders submit with their bids, on the Form of Proposal or separately, an estimated time for completion. This estimated time for completion shall be a reasonable time within which each bidder thinks he can complete the work. The purpose for allowing bidder to submit estimated time of completion is to encourage lower bids by allowing bidders to compute a bid based upon an efficient use of equipment, personnel, and other assets during construction. It is also intended, however, that work shall proceed continuously and with reasonable rapidity once the Notice to Proceed is given.

Therefore, bids containing estimated times of completion which are unreasonably long may be eliminated from consideration as being unresponsive. The contract shall be awarded to the responsible bidder having the lowest dollar bid, subject to the provisions of Part B of this Section, Item 11 Award of Contract. No consideration will be given to the fact that one or more higher bidders may have submitted a shorter estimated time of completion than the low dollar bidder. Nor will the amount of the dollar bid of any bidder be adjusted in any way to give credit for having a shorter estimated time of completion than any other bidder or bidders, even in situations where liquidated damages will be assessed for late completion. When bidders are requested to submit estimated times of completion, the Grantee and the successful low bidder shall agree upon a time for completion. The time agreed upon may be shorter, but in no case longer, than the successful low bidder's estimated time of completion.

c. In all cases, whether the time for completion was determined by either of the two methods, described above in this section, the time for completion shall be entered in the Form of Agreement and shall become a binding part of the contract upon which the Grantee may rely in planning the use of the facilities to be constructed and for all other purposes. (For simplicity the time for completion should be converted to a date of completion.) If the contractor shall fail to

complete the work within the time for completion set forth in the contract, he shall be subject to payment of actual damages incurred by the Grantee or liquidated damages, if provided for in the contract.

4. Qualifications of Bidders

<u>Requirements</u>: Prospective contractors may be pre-qualified for particular types of supplies, services, insurances or construction with consideration of bids being limited to pre-qualified contractors. Requirements are in Part A of this section "Issues to be Addressed in Developing an Invitation to Bid."

SAMPLE

Each BIDDER shall upon request of the PUBLIC BODY submit on the form furnished for that purpose (a copy of which is included herein), a statement of the BIDDER'S qualifications, his experience record in constructing the type of improvements embraced in the CONTRACT, his organization and equipment available for the WORK contemplated. The PUBLIC BODY shall have the right to take such steps as it deems necessary to determine the ability of the BIDDER to perform his obligation under the CONTRACT and the BIDDER shall furnish the PUBLIC BODY all such information and data indicated on the form. The right is reserved to reject any BID where an investigation of the available evidence or information does not satisfy the PUBLIC BODY that the BIDDER is qualified to carry out properly the terms of the CONTRACT.

5. Preparation and Submission of Bids

Requirements: The bidder certification concerning equal employment opportunity is a federal requirement. The certification regarding debarment by an agency of the Commonwealth is a DHCD requirement. The State requirement concerning contractor license/registration is found under Part A of this section, "Issues To Be Addressed In Developing An Invitation To Bid", Item 8, "Contractor License/Registration."

SAMPLE

(Items a through e are one sample.)

- a. Bids shall be submitted in duplicate on the forms furnished, or copies thereof, and shall be signed in ink. Erasures or other changes in a BID must be explained or noted over the signature of the BIDDER. BIDS containing any conditions, omissions, unexplained erasures, alterations or items not called for in the proposal, or irregularities of any kind, may be rejected by the PUBLIC BODY as being incomplete.
- b. Each BID must give the full business address of the BIDDER and be signed by him with his usual signature. BIDS by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or an authorized representative, followed by the signature and designation of the person signing. BIDS by corporations must be signed with the legal name of the corporation followed by the name of the state in which they are incorporated and by the signature and designation of the president, secretary or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A BID by a person who affixed to his signature the word "President," "Secretary," "Agent," or other designation without disclosing his principal, may be held to be the BID of the individual signing. When requested by the PUBLIC BODY, satisfying evidence of the authority of the officer signing in behalf of the corporation shall be furnished.
- c. Each BID must be accompanied by a Certification of Contractor/Subcontractor Regarding Equal Employment Opportunity, and Certification of Bidder Regarding Debarment By Agency of the Commonwealth of Virginia.

BIDS with the BID GUARANTEE shall be enclosed in a sealed envelope which shall be marked and addressed as indicated by the advertisement. If a CONTRACT is for seventy thousand dollars (\$70,000) or more, or if the total value of all construction, removal, repair or improvements undertaken by the BIDDER within any twelve-month period is five hundred thousand dollars (\$500,000) or more, the BIDDER is required under Title 54, Chapter 11, Code of Virginia (1950), as amended, to be licensed as a "Class A Contractor." If a CONTRACT is fifteen hundred dollars (\$1,500) or more but less than seventy thousand dollars (\$70,000), the BIDDER is required to be registered as a "Class B Contractor." The BIDDER shall place on the outside of the envelope containing the BID and shall place in the BID over his signature whichever of the following notations is appropriate, inserting his contractor license or registration number:

Licensed Class A Virginia Contractor
No.
Registered Class B Virginia Contractor
No.

If the BIDDER shall fail to provide this information on his BID or on the envelope containing the BID and shall fail to promptly provide said information to the PUBLIC BODY in writing when requested to do so before or after the openings of BIDS, he shall be deemed to be in violation of Section 54.1-1112 of the Code of Virginia (1950), as amended, and his BID will not be considered.

If CONTRACT is less than \$1,500, licensure is not required under Title 54, Chapter 11, Code of Virginia (1950), as amended; registration as a Class B contractor is required only if work is for land irrigation or construction of a water well to reach groundwater.

e. The PUBLIC BODY reserves the right to disqualify any contractor and refuse to accept the BID of any BIDDER which has been convicted, or entered a plea of guilty or nolo contendere in any federal or state court to any charge involving any unlawful, corrupt or collusive practice involving a public contract either federal, state, or local, or which has been determined in any judicial proceeding to have violated any antitrust bid-rigging or collusive practice statutes in connection with any public contract, or against whom such formal criminal prosecution or other judicial proceeding has been initiated.

6. <u>Bid Bond</u>

Requirements (for bids not exceeding \$100,000): All bids for construction contracts in excess of \$25,000, but not exceeding \$100,000 should be accompanied by a bid bond from a surety company selected by the bidder which is legally authorized to do business in Virginia. The amount of the bid bond should not exceed five percent of the amount bid. The alternative forms of security provided in Section 11-61 of the Virginia Public Procurement Act are acceptable.

Requirements (for bids exceeding \$100,000): Section 11-57 of the Virginia Public Procurement Act requires that all bids for construction contracts in excess of \$100,000 MUST be accompanied by a bid bond from a surety company selected by the bidder which is legally authorized to do business in Virginia, as a guarantee that if the contract is awarded t such bidder, that bidder will enter into the contract for the work mentioned in the bid. The amount of the bid bond shall not exceed five percent of the amount bid. The alternative forms of security provided in Section 11-61 of the Virginia Public Procurement Act are acceptable provided that approval shall be only upon a determination that the alternative form of security proffered affords protection to the public body equivalent to a corporate surety's bond.

SAMPLE

(Items a, b, and c are one sample.)

- a. Any BID exceeding one-hundred thousand dollars (\$100,000) shall be accompanied by a bid bond from a surety company selected by the BIDDER which is legally authorized to do business in Virginia in the amount of five percent (5%) of the amount of the bid. In lieu of a bid bond, a BIDDER may furnish a certified check or cash escrow in the face amount required for the bond. Such bid guarantee shall be submitted with the understanding that it shall guarantee that the BIDDER will not withdraw his bid during the period of (30-60-90) days following the opening of BIDS; that if his BID is accepted, he will enter into a formal CONTRACT with the PUBLIC BODY in accordance with the Form of Agreement included as a part of the CONTRACT DOCUMENTS, and that the Standard Performance Bond and the Standard Labor and Material Payment Bond will be given. In lieu of a performance bond or a payment bond, a BIDDER may furnish a certified check or cash escrow in the face amount required for the bond. If approved by the attorney of (name of political subdivision) after determining that the alternate form of security proffered affords protection to the (name of political subdivision)'s equivalent to a corporate surety's bond, a bidder may furnish a personal bond, property bond, or bank or savings and loan association's letter of credit on certain designated funds in the face amount required for the bid, payment or performance bond. And further, that in the event of the withdrawal of said BID within said period, or failure to enter into said CONTRACT and give said bonds within ten (10) days after he has received notice of acceptance of his BID, the BIDDER shall be liable to the PUBLIC BODY for the lesser of (i) the difference between the BID for which the bond was written and the next low BID, or (ii) the face amount of the bid bond. This amount represents the damage to the PUBLIC BODY on account of the default of the BIDDER in any particular hereof.
- b. The bid guarantees will be returned to all except the three lowest BIDDERS after the formal opening of bids. The remaining bid guarantees will be returned after the PUBLIC BODY and the accepted BIDDER(S) have executed the CONTRACT and the Performance Bond and the Payment Bond have been delivered to the PUBLIC BODY.
- c. If the required CONTRACT and bonds have not been executed within (30-60-90) days after the date of the opening of the BIDS, then the bid guarantee of any BIDDER will be returned upon his request, provided he has not been notified of the acceptance of his BID prior to the date of such request.

7. Receipt and Opening of Bids

- a. It is the responsibility of the BIDDER to assure that his BID is delivered to the place designated for receipt of bids and prior to the time set for receipt of bids. NO BIDS received after the time designated for receipt of bids will be considered.
- b. BIDS will be opened at the time and place stated in the advertisement, and their contents made public for the information of BIDDERS and others interested who may be present either in person or by representative. The officer or agent of the Grantee, whose duty it is to open them, will decide when the specified time has arrived. No responsibility will be attached to any officer or agent for the premature opening of a BID not properly addressed and identified.

8. Errors in Bids

Requirements: Under Section 11-54 of the Virginia Public Procurement Act, a bidder may withdraw his bid if the price bid was substantially lower than the other bids due solely to a mistake, therein, provided the bid was submitted in good faith, and the mistake was a clerical one as opposed to a judgment mistake and was due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made in the compilation of the bid, which unintentional arithmetic error or intentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The Grantee MUST select one of two procedures, as set forth under Section 11-54, and MUST state the chosen procedure in the advertisement for bids. Under procedure (ii) for the withdrawal of bid due to error, the bidder must submit his original work papers, documents and materials used in the preparation of the bid within one day after the fixed date for submission of bids and at or prior to the time fixed for bid openings either in person or by registered mail. Under this procedure, the bids shall be opened one day following the time fixed by the public body for the submission of bids. Thereafter, the bidder shall have two hours after the opening of bids within which to claim in writing any mistake as defined in the Code of Virginia [Section 11 - 54] and withdraw his bid. Under procedure (ii), the contract shall not be awarded by the public body until the two-hour period has elapsed. The proof of such mistake shall be proved only from the original work papers, documents and materials as delivered.

Under procedure (i) the bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure. Under procedure (ii) the Grantee must hold bids for a period of one day before opening. Under procedure (i) the bids are accepted and immediately opened and publicly read allowed at the stated time bids are

due. Consequently, <u>procedure (i) is strongly recommended</u> and included as the sample.

SAMPLE

The BIDDER (for a public construction contract, other than a contract for construction or maintenance of public highways), must submit to the PUBLIC BODY or designated official his original work papers, documents, and materials used in the preparation of the BID within two day after the conclusion of the bid opening procedure. Such work papers must be in an envelope or package separate and apart from the envelopes containing the BID and marked clearly as to the contents and shall be delivered by the BIDDER in person or by registered mail. Such mistake must be clerical as opposed to judgmental and actually due to an unintentional arithmetic error or an unintentional omission that can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used for the preparation of the bid sought to be withdrawn.

Failure of a BIDDER to submit his original work papers, documents and materials used in the preparations of his BID at the time, date and place required shall constitute a waiver by the BIDDER of his right to claim any mistake in his BID.

No bid may be withdrawn due to error when the result would be the awarding of the contract on another BID of the same BIDDER or of another BIDDER in which the ownership of the withdrawing BIDDER is more than five percent (5%).

If a bid is withdrawn due to error, the lowest remaining bid shall be deemed to be the low bid. No bidder who is permitted to withdraw a BID shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the CONTRACT is awarded or otherwise benefit, directly or indirectly, from the performance of the PROJECT for which the withdrawn BID was submitted.

If the public body denies the withdrawal of a bid under the provisions of section 11-54 of the Code of Virginia, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price,

9. <u>Cancellation</u>, Rejection of Bids; Waiver of Informalities

<u>Requirements</u>: Section 11-42 of the Code of Virginia which is consistent with 24 CFR Part 85. Reasons for cancellation or rejection must be made part of the contract file.

SAMPLE

The PUBLIC BODY reserves the right to waive informalities in bids and to cancel or reject any and all bids.

Requirements: Federal requirements prohibit making an award to contractors or subcontractors who are debarred by the Department of Labor or the Department of Housing and Urban Development or who are not in compliance with the Equal Employment Opportunity requirements. The Virginia Department of Housing and Community Development prohibits awards to contractors or subcontracts who are debarred by an agency of the Commonwealth of Virginia.

Both State and Federal requirements provide that a responsive bid from the lowest responsible bidder shall receive the award. However, negotiation with the lowest responsible bidder is acceptable to both levels of government WHEN the Invitation to Bid specifies the conditions. Section 11-53 of the Virginia Public Procurement Act provides, "unless cancelled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted, except that if the bid from the lowest responsible bidder exceeds available funds, the public body may negotiate with the apparent low bidder to obtain a contract price with available funds; however, such negotiation may be undertaken only under conditions and procedures described in writing and approved by the public body prior to issuance of the Invitation to Bid and summarized therein."

When negotiation is not provided for, bids are non-negotiable. That is, when the lowest bid exceeds the dollars allocated for construction, the Grantee <u>CANNOT</u> negotiate with the low bidder so as to bring the contract within the available funds. To avoid bids exceeding available funds that would necessitate re-advertising, the bid proposal can be so structured that selected items are bid separately and can be deducted, if needed.

SAMPLE - (Negotiation)

Unless cancelled or rejected, the responsive BID from the lowest responsible BIDDER shall be accepted as submitted, except that if the BID from the lowest responsible BIDDER exceeds available funds, the PUBLIC BODY or designated official may negotiate with the apparent low BIDDER to obtain a contract within available funds. However, such negotiation may occur only when the low responsive and responsible BID does not exceed the available funds by more than five (5) percent and such negotiated adjustment shall be based only upon eliminating independent deductive items specified in the Invitation to Bid.

Negotiation only upon eliminating deductive items, may, however, be more restrictive than the intent of Federal and State requirements. In addition to deductive items, what about negotiation with the lowest bidder to lower his bid or reduce unit price or reduction in scope of work? With respect to reduction in scope of work, Grantees should proceed with caution. Where

bonds have been sold will the bond holder object and where an agency has given approval or issued a permit pursuant to a complete project, will the agency object to the reduction? <u>In any event, negotiation is allowable ONLY</u> when the conditions and procedures are described in writing and approved by the Grantee prior to issuance of the Invitation to Bid and summarized therein.

SAMPLE - (Negotiation)

Unless cancelled or rejected, if the lowest base responsive BID submitted by a responsible BIDDER does not exceed the amount of funds available, the contract will be awarded on the base bid only. In the event such bid exceeds the amount of funds available, the PUBLIC BODY may consider the deductive items, in the order listed, and apply to all bidders to determine the lowest base responsive BID submitted by a responsible BIDDER.

NOTE: The second sentence in the above sample for non-negotiation applies ONLY when deductive items are called for in the specifications.

NOTE: In listing deductive items, whether under negotiation or non-negotiation, the order of listing has no universal meaning. The specifications should state the order of elimination desired. Furthermore, there is no law or regulation that prohibits the Grantee from reserving the right of not accepting any deduction they choose not to accept, provided such right is stated in the Invitation to Bid or Instructions for Bidders.

11. <u>Additional Language Required Regardless of Whether Negotiation or Non-Negotiation Occurs</u>:

- a. The PUBLIC BODY is prohibited from making an award to contractors or approving an award to subcontractors for any contract/subcontract in excess of \$10,000 who are debarred by the United States Department of Labor, the Department of Housing and Urban Development or by an agency of the Commonwealth of Virginia, or who are not in compliance with the Federal Equal Employment Opportunity requirements.
- b. Approval of a proposed subcontract award cannot be given by the PUBLIC BODY unless and until the proposed subcontractor has submitted the Bidder Compliance Statement, Certification Regarding Equal Employment Opportunity, and a Certification of Bidder Regarding Debarment By Agency of the Commonwealth of Virginia, subject to the provisions of #11a, above. Although the BIDDER is not required to attach such Certifications by proposed subcontractors to his BID, the BIDDER is herein advised of these requirements so that

appropriate action can be taken to prevent subsequent delay in subcontract awards.

C. Form For Bid Proposal

The form for the bid proposal is to be developed by the Public Body. The form should be consistent with the language provided in PART B of this section, "Developing Instructions For Bidders," Item 5, "Preparation and Submission of Bids."

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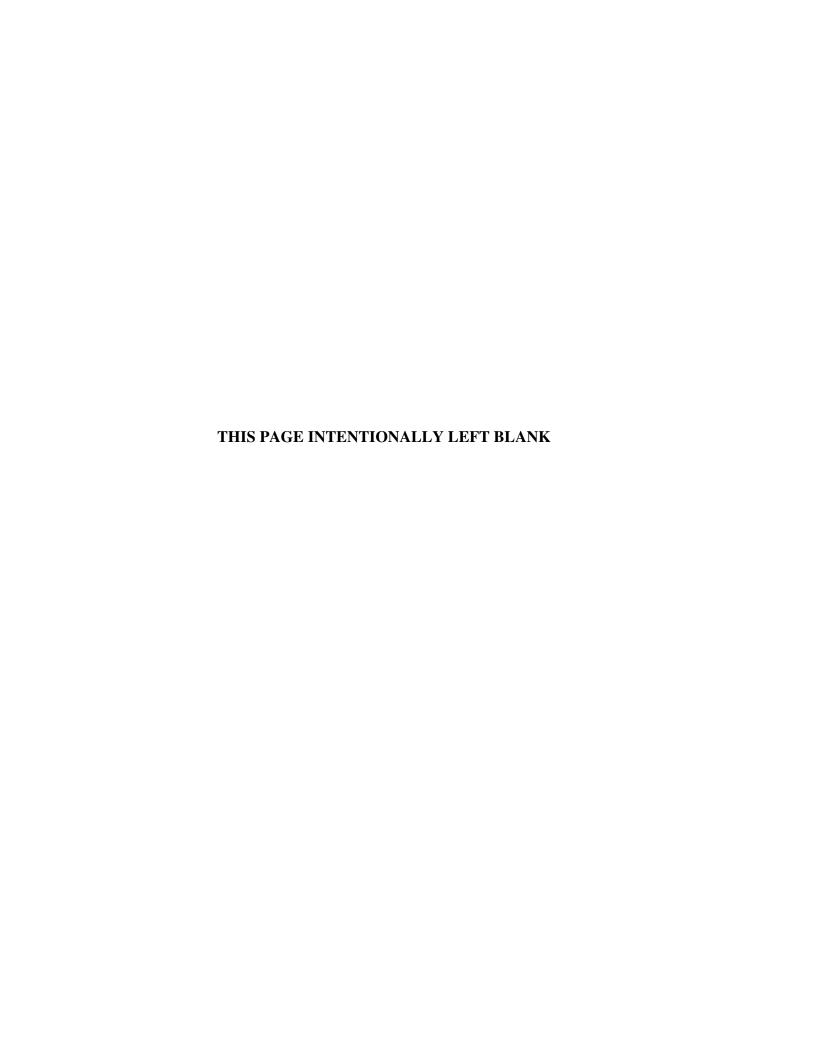
I. SAMPLE CONTRACT DOCUMENTS FOR CDBG-FUNDED CONSTRUCTION CONTRACTS

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CD - 1.	Sample Invitation To Bid - Option Number 1
CD - 2.	Sample Invitation To Bid - Option Number 2
CD - 3.	Sample Bid Bond
CD - 4.	Sample Certification of Bidder Regarding Debarment by Agency of the Commonwealth of Virginia
CD - 5.	Sample Agreement
CD - 6.	Sample Standard Labor and Material Payment Bond
CD - 7.	Sample Standard Performance Bond

II. REQUIRED CONTRACT DOCUMENTS ("Goldenrod Inserts") INCLUDE:

- CD 8.1 General Conditions Part I required for all construction contracts except housing rehabilitation of less than 8 units.
- CD 8.2 General Conditions Part II (Required of all contracts for construction except housing rehabilitation of less than 8 units.
- CD 8.3 General Conditions Part III (Required under certain construction contracts.)
- Call your DHCD Community Representative for a copy of the current "Goldenrod Inserts."



Invitation To Bid Option Number 1

Applies when Procedure (i) is used for withdrawal of bid due to error, when erosion control measures are not required, and a pre-bid conference is not desired.

Sealed bids in duplicate for the
at
will be received at the office of
untilo'clock, local prevailing time, on
and then publicly opened and read aloud. A bidder may withdraw his bid from
consideration if the price bid was substantially lower than the other bids due solely to a
mistake therein, provided the bid was submitted in good faith, and the mistake was a
clerical mistake as opposed to a judgment mistake, and was actually due to an
unintentional arithmetic error or an unintentional omission of a quantity of work, labor or
material made directly in the compilation of a bid, which unintentional arithmetic error or
unintentional omission can be clearly shown by objective evidence drawn from
inspection of original work papers, documents and materials used in the preparation of
the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a
bidder may withdraw his bid from consideration if the price bid would have been
substantially lower than the other bids due solely to the clerical mistake, that was an
unintentional arithmetic error or an unintentional omission of a quantity of work, labor or
material made directly in the compilation of a bid which shall be clearly shown by
objective evidence drawn from inspection of original work papers, documents and
materials used in the preparation of the bid sought to be withdrawn. Withdrawal of bids
shall be according to procedure (i) of Section 11 54 of the Virginia Public Procurement
Act.

The bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. No bid may be withdrawn under this section when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent. If a bid is withdrawn under the authority of this section, the lowest remaining bid shall be deemed to be the low bid. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted. If the public body denies the withdrawal of a bid under the provisions of this section, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.

Cont	basis.	Contract				
documents,	including	Instructions	for Bidders,	drawings and	specifications,	may be
examined		at	the	following	1	locations:
			Contrac	ct documents n	nay be obtair	ned from
			 	upon d	leposit for \$	for
each set. De	eposits will	be refunded	to each actual	bidder upon ret	urn of the docu	ıments in
good conditi	on within	fifteen (15) d	ays after bid o	pening.		

Bidders.

Qualifications of bidders will be required as detailed in the Instructions for

Bids must be accompanied by a bid guarantee as specified in the Instructions for

Qualifications of bidders will be required as detailed in the Instructions for Bidders. Details include: contracts on hand (amount of each contract and anticipated dates of completion), major equipment available for this contract, experience in construction similar to this project, credit available, and default on previous contracts or failure to complete any work awarded.

Bidders must be licensed as a Class A contractor or registered as a Class B contractor in the Commonwealth of Virginia. The bidder's attention is directed to the Code of Virginia Chapter 11, Title 54.1 (Chapter 11) "Contractors".

This is a federally assisted project. Bidders and contractors performing work under this advertisement are bound by the requirements of President's Executive Order 11246 as amended by Executive Order 11375; Title VI of the Civil Rights Act of 1964; Section 109 of Title 1 of the Housing and Community Development Act of 1974, as amended; Section 3 of the Housing and Urban Development Act of 1968; the Immigration Reform and Control Act of 1986; the Davis-Bacon Act; the Copeland "Anti Kickback" Act; the Contract Work Hours and Safety Standards Act; and Public Law 100 202. The bidder's attention is called to the "Equal Opportunity Clause" and the goals and timetables for minority and female participation in each trade and to the fact that not less than minimum wages set forth in the contract documents must be paid.

	(Public Body)	
	•	
By		



Invitation To Bid Option Number 2

Applies when Procedure (ii) is used for withdrawal of bid due to error, when negotiation may be permitted, when erosion control measures are required, and pre-bid conference is used.

Sealed bids in duplicate for the	
at	
will be received the office of	until
o'clock, local prevailing time, on	The bids will be publicly opened
and read aloud (no less than 24 hours after rec	eipt of bids) at o'clock, loca
prevailing time, on	

A bidder may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

Withdrawal of bids shall be according to procedure (ii) of Section 11 54 of the Virginia Public Procurement Act. All bidders shall submit to the public body or

designated official his original work papers, documents and materi31als used in the preparation of the bid within one day after the date fixed for submission of bids (no less than 24 hours after receipt of bids). The work papers shall be delivered by the bidder in person or by registered mail at or prior to the time fixed for the opening of bids. In either instance, such work papers, documents and materials may be considered as trade secrets or proprietary information subject to the conditions of subsection D of § 11-52 of the Virginia Procurement Act. The bids shall be opened one day following the time fixed by the public body for the submission of bids. Thereafter, the bidder shall have two hours after the opening of bids within which to claim in writing any mistake as defined herein and withdraw his bid. The contract shall not be awarded by the public body until the two-hour period has elapsed. Such mistake shall be proved only from the original work papers, documents and materials delivered as required herein. Bidders who fail to submit their original work papers, documents, and materials used in the preparation of the bid, as provided herein, waive all rights to claim an error. No bid may be withdrawn under this section when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent. If a bid is withdrawn under the authority of this section, the lowest remaining bid shall be deemed to be the low bid. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted. If the public body denies the withdrawal of a bid under the provisions of this section, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.

Unless cancelled or rejected, the responsive bid from the lowest responsible bidder shall be accepted as submitted, except that if the bid from the lowest responsible bidder exceeds available funds, the Public Body or designated official may negotiate with the low bidder to obtain a contract within available funds. Negotiation will occur only when the low responsive and responsible bid does not exceed the available funds by more than 5 percent and will be based only upon eliminating independent deductive items specified in the invitation to bid. Contract is to be awarded on a

		basis.	Contr	act d	ocuments, in	iciuc	iing I	nstructions 1	or Biaders,
drawings	and	specifications,	may	be	examined	at	the	following	locations:
Co	ntract	documents may	be ob	otaine	ed from				
			_ upon	depo	osit of \$		for e	each set. De	eposits will
be refunde	ed to e	ach actual bidde	r upon	retur	n of the doc	ume	nts in	good cond	ition within
fifteen (15) davs	after bid openin	g.						

Bids must be accompanied by a bid guarantee as specified in the Instructions for Bidders. A pre bid conference will be held on (time and date) in (or at) (location). Qualifications of bidders will be required as detailed in the Instructions for Bidders. Details include: contracts on hand (amount of each contract and anticipated dates of completion), major equipment available for this contract, experience in construction similar to this project, credit available, and default on previous contracts or failure to complete any work awarded. Bidders must be licensed as a Class A contractor or registered as a Class B contractor in the Commonwealth of Virginia. The bidder's attention is directed to the Code of Virginia Chapter 11, Title 54.1 (Chapter 11) "Contractors."

This is a federally assisted project. Bidders and contractors performing work under this advertisement are bound by the requirements of President's Executive Order 11246 as amended by Executive Order 11375; Title VI of the Civil Rights Act of 1964; Section 109 of Title 1 of the Housing and Community Development Act of 1974, as amended; Section 3 of the Housing and Urban Development Act of 1968; the Immigration Reform and Control Act of 1986; the Davis-Bacon Act; the Copeland "Anti Kickback" Act; the Contract Work Hours and Safety Standards Act; and Public Law 100 202. The bidder's attention is called to the "Equal Opportunity Clause" and the goals and timetables for minority and female participation in each trade and to the fact that not less than minimum wages set forth in the contract documents must be paid.

Construction shall comply with the requirements contained in the (name of
locality) Erosion Control Manual (or the erosion control plan included as a part of the
technical specifications).
(Public Body)
By

Bid Bond

KNOW ALL MEN BY THESE PRESENTS: That (Here insert full name and
address or legal title of Contractor), as Principal, and (Here insert full name and address
or legal title of Surety), as Surety, are held and firmly bound unto the (Here insert name
and address of Public Body), as Obligee, in the amount of
Dollars (\$) being FIVE PERCENT OF THE DOLLAR VALUE OF THE
BID, for the payment whereof Principal and Surety bind themselves, their heirs
executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.
WHEREAS, Principal has submitted a certain bid attached hereto and hereby
made a part hereof to enter into a contract in writing for the

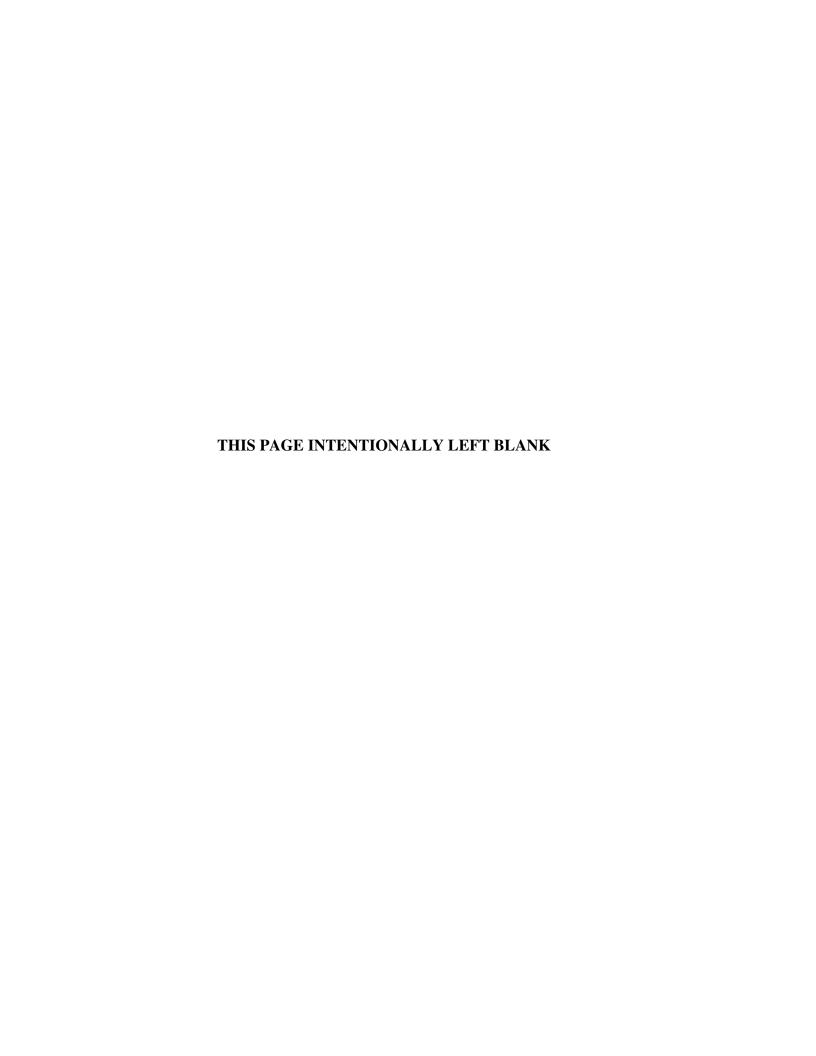
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall not withdraw his bid during the period of (30 60 90) days following the opening of bids, and if his bid is accepted enter into a formal contract in accordance with the Agreement included as a part of the Contract Documents and that the Standard Performance Bond and the Standard Labor and Material Payment Bond be given, then this obligation shall be void; otherwise it shall remain in full force and effect and the Principal and Surety will be liable to the Obligee for the lesser of (1) The difference between the bid for which the bond was written and the next low bid, or (2) The face amount of the bid bond.

Signed and sealed this	day of	, 20 .	
		(Principal)	Seal
(Witness)			
		By:	
		<i>,</i>	(Name and Title)
		(Surety)	Seal
Resident Virginia Age	nt		
		By:	
		J	(Attorney in Fact)
	of		, to wit:
I,			, a notary public in and for the
appeared before me	in my	aforesaid	te aforesaid, do certify that personall and made oath that he that he
duly authorized to execut	e the foreg	oing bond by and	virtue of a certain power of attorney of recorded in the Clerk's Office of the
, page the said company is legal	, th y qualified	at said power to do busines	of attorney has not been revoked; the sin Virginia, and that the said thereupon, in the name and o
behalf of the said compan	y, acknowl	edged the fore	egoing writing and its act and deed.
My term of office	expires		, 20
Given under my h	and this	day of	f, 20
		NT /	DI.1'
		Notar	ry Public

Certification Of Bidder Regarding Debarment By Agency Of the Commonwealth of Virginia

This is to certify that this person/firm/corporation has not been barred from bidding on contracts by any agency of The Commonwealth of Virginia, nor is this person/firm/corporation a part of any firm/corporation that has been barred from bidding on contracts by any agency of The Commonwealth of Virginia.

Name of Official		
Title		
Firm or Corporation		
 Date	 	



Agreement

THIS AGREEMENT, entered into as of this day of, 20, by and between
hereinafter called the "PUBLIC BODY" and hereinafter
called the CONTRACTOR.
WITNESSETH: That for and in consideration of the payments and agreements
hereinafter mentioned:
The CONTRACTOR will commence and complete the construction of
_
2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the WORK required by the CONTRACT DOCUMENTS on or before a date to be specified in a written "NOTICE TO PROCEED" issued by the PUBLIC BODY and to complete the same within consecutive calendar days thereafter unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of \$ for each consecutive calendar day thereafter until the completion and acceptance of the WORK by the PUBLIC BODY as hereinafter provided in Section 25 of the General Conditions Part I.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$, or as shown on the BID schedule.

(B) Instructions for BIDDERS		
(C) BID		
(D) BID BOND (or other security)		
(E) Agreement		
(F) General Conditions Part I		
(G) General Conditions Part II		
(H) Special Conditions		
Payment BOND (or other security)		
Performance BOND (or other security)		
(K) NOTICE OF AWARD		
(L) NOTICE TO PROCEED		
(M) CHANGE ORDERS		
(N) DRAWINGS prepared by numbered through, and dated, 20		
(O) SPECIFICATIONS prepared or issued by, dated, 20		
(P) ADDENDA: No, dated, 20		
CONTRACT DOCUMENTS.		

The term "CONTRACT DOCUMENTS" means and includes the following:

6.

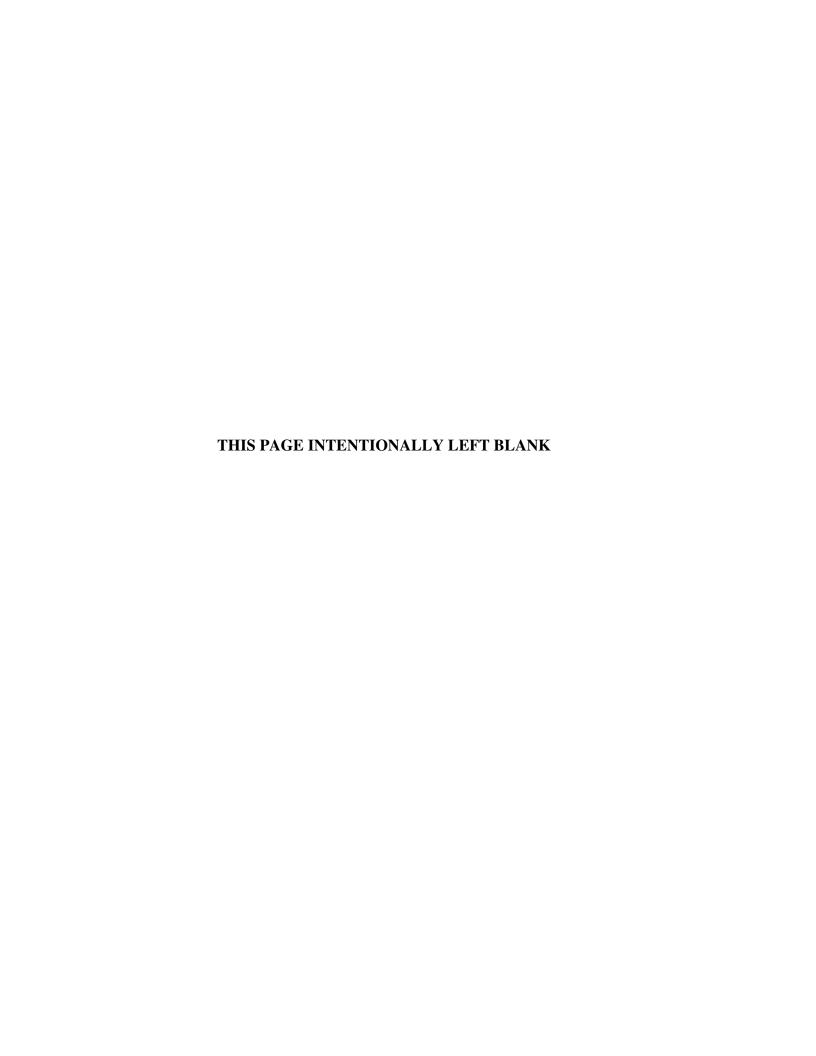
5.

(A) Invitation to BID

- 7. The CONTRACTOR will receive instructions from and issue WRITTEN NOTICES to the ENGINEER as set forth in the General Conditions Part I. The ENGINEER shall be designated as (Name of Project Engineer), the Project Engineer representing (Name of Engineering Firm), or an alternate or successor as designated and provided to the CONTRACTOR by WRITTEN NOTICE.
- 8. The CONTRACTOR will receive instructions from and issue written notices to the PUBLIC BODY as set forth in the General Conditions Part I and Part II. The authorized representative of the PUBLIC BODY shall be designated as (Name of Project Manager), the Project Manager, or an alternate or successor as designated and provided to the CONTRACTOR by WRITTEN NOTICE.
- 9. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

ATTEST	•		
NAME _			
TITLE.			

BY _____ NAME_____ ADDRESS



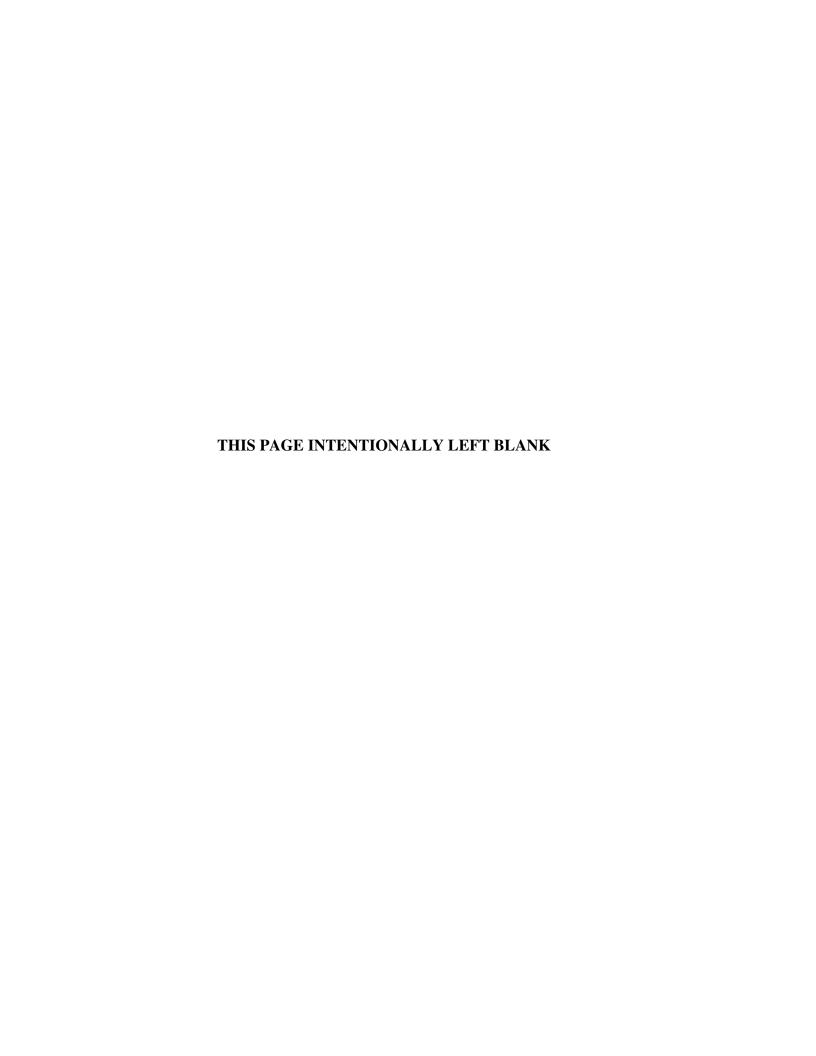
Standard Labor And Material Payment Bond

THIS BOND IS ISSUED SIMULTA	ANEOUSLY WITH THE PERFORMANCE BOND					
IN FAVOR OF THE OBLIGEE, C	ONDITIONED ON THE FULL AND FAITHFUL					
PERFORMANCE OF THE CONTRACT. KNOW ALL MEN BY THESE PRESENTS: That (Here insert full name and address or legal title of Contractor), as Principal, and (Here insert full name and address or legal title of Surety), as Surety, are held and firmly bound unto (Here insert full name and address or legal title of Public Body), as Obligee,						
					for the use and benefit of claima	ants as herein below defined, in the amount of
					Dollars (\$), for the payment thereof Principal and Surety
					bind themselves, their heirs, executor	rs, administrators, successors and assigns, jointly and
severally, firmly by these presents.						
WHEREAS, Principal has	by written agreement dated,					
20, entered into a contract with P	ublic Body for					
which contract is by reference expres	ssly made a part of this bond. NOW, THEREFORE,					
THE CONDITION OF THIS OBL	IGATION is such that, if Principal shall promptly					
make payment to all claimants as he	ereinafter defined, for all labor and material used or					
reasonably required for use in the pe	rformance of the Contract, then this obligation shall					
be void; otherwise it shall remain	in full force and effect, subject, however, to the					
following conditions:						
Subcontractor of the Principa required for use in the perfo	naving a direct contract with the Principal or with a il for labor, material, or both, used or reasonably rmance of the Contract, labor and material being t of water, gas, power, light, heat, oil, gasoline,					

telephone service or rental of equipment directly applicable to the Contract.

- 2. The above named Principal and Surety hereby jointly and separately agree with the Obligee that every claimant as herein defined, who has not been paid in accordance with the terms of the Contract before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.
- 3. No suit or action shall be commenced hereunder by any claimant:
 - a. Unless claimant, other than having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Obligee, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Obligee or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - b. After the expiration of one (1) year after the date of substantial completion it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - c. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.
- 4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

day of	, ′́2	20
·		
	(Principal)	Seal
	_	
By:		
	(Name and Title)	
		
	(Surety)	Seal
		
By:		
·	(Title)	
CKNOWLEI	OGMENT OF SUR	RETY
	3 01/121 (1 01 001	
of		, to wit:
	a notary	nublic in and for the
aforesaid, in	the State afor	resaid, do certify that
	personally appear	red before me in my
execute the fo	regoing bond by vi	rtue of a certain power of
has not been irginia, (and vatest issue of	revoked; that the when the contract extends the U.S. Treasury	said company is legally acceeds \$100,000), that the Circular 570 and the penal
oregoing writi	ing as its act and dec	ed.
ires	, 2	20 .
this	day of, 20)
	Notary 1	Public
	By: By: CKNOWLEI aforesaid, in of aforesaid, in of execute the fo lated in Dee has not been irginia, (and v atest issue of pecified for su thereupon, foregoing writing	By:



Sample CD - 7

Standard Performance Bond

KNOW ALL MEN BY THESE PRESENTS: That (Here insert full name and			
address or legal title of Contractor), as Principal, and (Here insert full name and address			
or legal title of Surety), as Surety, are held and firmly bound unto the (Here insert name			
and address of Public Body), as Obligee, in the amount of			
Dollars (\$), for the payment whereof Principal and Surety bind themselves,			
their heirs, executors, administrators, successors and assigns, jointly and severally, firmly			
by these presents.			
WHEREAS: Principal has by written agreement dated, 20,			
entered into a contract with Public Body for which			
contract is by reference expressly made a part of this bond.			

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Provided, that any alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the Contract, or any other forbearance on the part of either the Obligee or the Principal to the other shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alterations, extension, or forbearance being hereby waived.

Signed and sealed this	day of		, 20	
	·			
			(Principal)	Seal
			(Finicipai)	Scal
(Witness)				
		By:		
			(Name and Title)	
			(Surety)	Seal
(Resident Virginia Agent)				
(Resident Virginia Agent)		By:		
		J	(Attorney in Fact)	
AFFIDA	VIT AND AC	CKNOW	LEDGMENT OF SUI	RETY
STATE OF				
STATE OF				
	of		to wi	t:
I,		a no	otary public in	and for the
			• •	
	perso			
made oath that he is		ha ia du	ly outhorized to every	to the foressing
of the bond by virtue of a				
	and recor	ded in	the Clerk's Of	ffice of the
	of		,	
in Deed Book No				
not been revoked; that the (and when the contract ex				
issue of the U.S. Treasu		* *	¥ •	
specified for such co				
				e said company,
acknowledged the foregoin	g writing as its	s act and	deed.	
My term of office e	xpires		, 20	
My term of office e Given under my har	nd this	day o	f,20	
			Notary Public	<u> </u>
			rotary rubiic	•

30

NOTICE OF AWARD

NOTICE OF AWARD

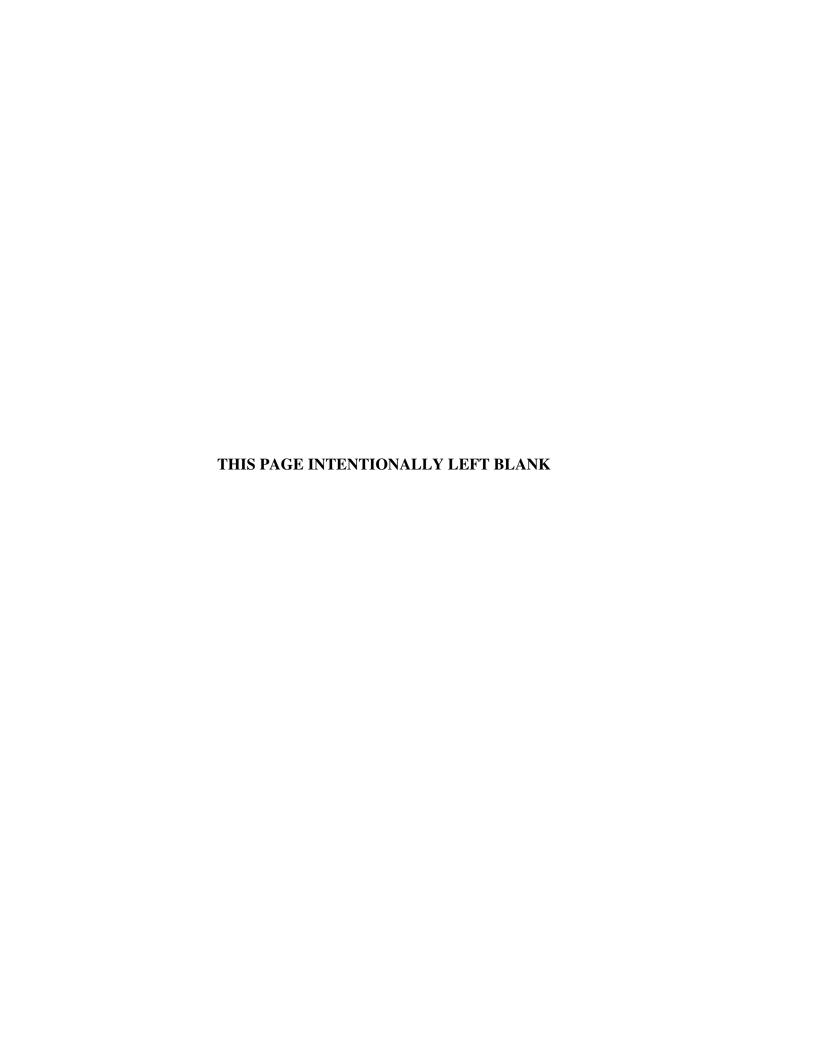
(Date)
TO:(Successful Low Bidder)
ADDRESS:
PROJECT:
CONTRACT FOR:
You are hereby notified that your Bid dated
(Indicates Total Work, Alternates or Sections or Work Awarded)
The Contract Price of your contract is Dollars (\$)
You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award, that is by

1.	including all the Co Each of the Contra	o the Owner fully executed counterparts of the Agreement ontract Documents. This includes the triplicate sets of Drawings. ct Documents must bear your signature on (the cover) (every).	
2		with the executed Agreement the Contract Security (Bonds) as structions to Bidders and/or General Conditions.	
3.	List other conditions and/or precedents.		
con: forf Wit	sider your bid in defa eited. hin ten days after you	hese conditions within the time specified will entitle OWNER to ault, annul this Notice of Award and declare your Bid Security u comply with the above conditions, OWNER will return to you part of the Agreement with the Contract Documents attached.	
	By:	(Owner)	
	_	(Authorized Signature)	
		(Title)	
	ACCEPTANCE	C OF AWARD	
	Ву:	(Contractor)	
	_	(Authorized Signature)	
	_	(Title)	
	_	(Date)	

NOTICE TO PROCEED WITH CONSTRUCTION

NOTICE TO PROCEED WITH CONSTRUCTION

	(Date)
Project:	
dated, on or before, a	ence work in accordance with the Agreement nd you are to complete the work within te date of completion of all work is therefore
	and all required pre-construction documents later than one (1) day prior to commencement of
	Sincerely,
	(Signature of Authorized Official)
	(Title)
ACCEPTANCE OF NOTICE	
Acknowledged by	
Prime Contractor	-
BY:	_
Signature	
Title	-
Date	-



Appendix 32A

Preliminary Acquisition Notice/ HUD Brochure

(<u>Date</u>)

Ms. Elizabeth Richards 4134 Lilac Avenue Belmar, XY 99901

Re: Preliminary Acquisition Notice

Dear Ms. Richards:

This is to inform you that the City of Belmar has determined to acquire your property on Petunia Avenue (Lot 8, Block 6, Palmer Extension) to be used for the construction of a sheltered workshop.

<u>A brochure describing your rights</u> and the City's procedures for acquiring property is enclosed for your information. If you have any questions, please call Mr. Garcia Lorca at City Hall at 441-4841.

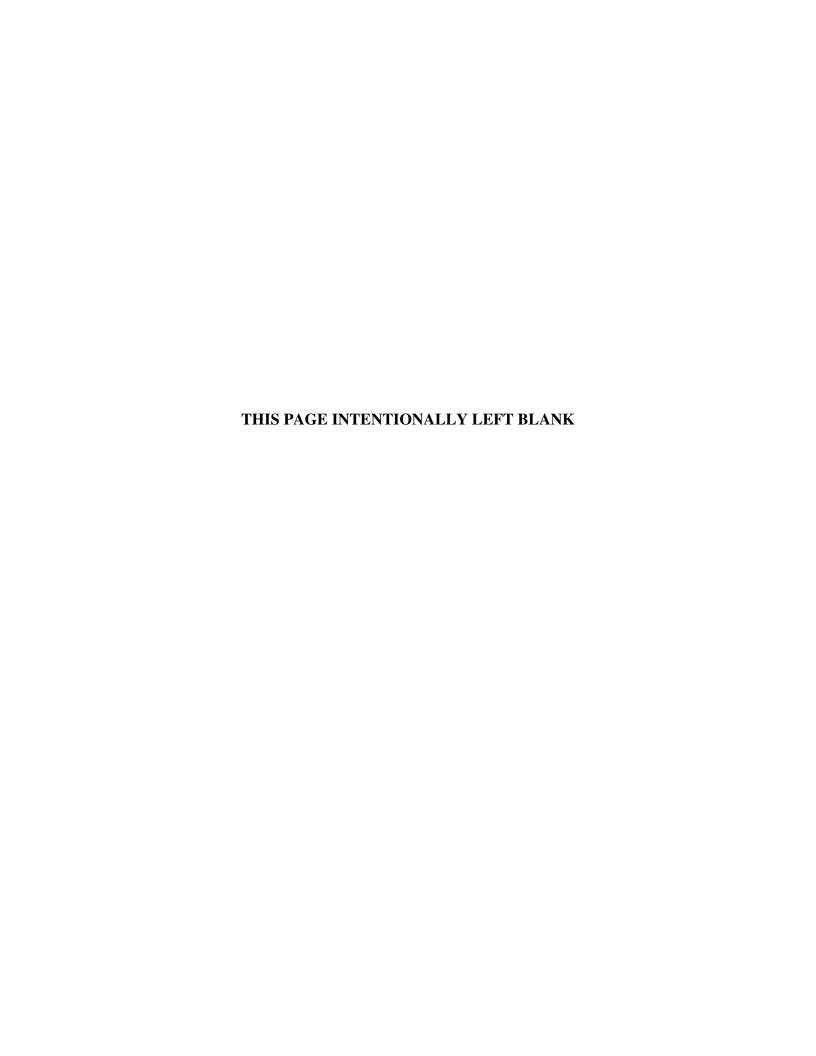
The City will be hiring an independent Appraiser to appraise your property. You have the right to accompany him on his inspection of the property if you wish to do so. A letter inviting you to accompany him will be sent by the Appraiser at least five (5) days prior to his visit.

Sincerely,

Garcia Lorca Public Works Director

Enclosure: When A Public Agency Acquires Your Property Brochure

NOTE: THIS NOTICE AND ALL OTHER SUCH NOTICES TO OWNERS ARE TO BE SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, OR HAND DELIVERED AND RECEIPT DOCUMENTED.



WHEN A PUBLIC AGENCY ACQUIRES YOUR

PROPERTY

(From U. S. Department of Housing and Urban Development)

Introduction

This booklet describes important features of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) and provides general information about public acquisition of real property (real estate) that should be useful to you.

Most acquisitions of real property by a public agency for a Federal project or a project in which Federal funds are used are covered by the URA. If you are notified that your property will be acquired for such a project, it is important that you learn your rights under this important law.

This booklet may not answer all of your questions. If you have more questions about the acquisition of your property, contact the Agency responsible for the project. (Check the back of this booklet for the name of the person to contact at the Agency.) Ask your questions before you sell your property. Afterwards, it may be too late.

General Questions

What Right Has Any Public Agency To Acquire My Property?

The Federal Government and every State government have certain powers which are necessary for them to operate effectively. For example, they have the power to levy taxes and the power to maintain order. Another government power is the power to acquire private property for public purposes. This is known as the power of eminent domain.

The rights of each of us are protected, however, by the Fifth and Fourteenth Amendments of the U.S. Constitution and by State constitutions and eminent domain laws which guarantee that if a public agency takes private property it must pay "just compensation" to the owner. The URA provides additional protections, as explained in this booklet.

Who Made The Decision To Buy My Property?

The decision to acquire a property for a public project usually involves many persons and many determinations. The final determination to proceed with the project is made only

after a thorough review which may include public hearings to obtain the views of interested citizens.

If you have any questions about the project or the selection of your property for acquisition, you should ask a representative of the Agency which is responsible for the project.

How Will The Agency Determine How Much To Offer Me For My Property?

Before making you an offer, the Agency will obtain at least one appraisal of your property by a competent real property appraiser who is familiar with local property values. The appraiser will inspect your property and prepare a report that includes his or her professional opinion of its current fair market value. After the appraiser has completed his work, a review appraiser will examine the appraisal report to assure that the estimate is fair and the work conforms with professional appraisal standards.

The Agency must offer you "just compensation" for your property. This amount cannot be less than the appraised fair market value of the property. "Just compensation" for your property does not take into account your relocation needs. If you are eligible for relocation assistance, it will be additional.

What Is Fair Market Value?

Fair market value is sometimes defined as that amount of money which would probably be paid for a property in a sale between a willing seller, who does not have to sell, and a willing buyer, who does not have to buy. In some areas a different term or definition may be used.

The fair market value of a property is generally considered to be "just compensation." Fair market value does not take into account intangible elements such as sentimental value, good will, business profits, or any special value that your property may have for you or for the Agency.

How Does An Appraiser Determine The Fair Market Value Of My Property?

Each parcel of real property is different and therefore no single formula can be devised to appraise all properties. Among the factors an appraiser typically considers in estimating the value of real property are:

- How it compares with similar properties in the area that have been sold recently.
- How much rental income it could produce.
- How much it would cost to reproduce the buildings and other structures, less any depreciation.

Will I Have A Chance To Talk To The Appraiser?

Yes. You will be contacted and given the opportunity to accompany the appraiser on his or her inspection of your property. You may then inform the appraiser of any special features which you believe may add to the value of your property. It is in your best interest to provide the appraiser with all the useful information you can in order to insure that nothing of allowable value will be overlooked. If you are unable to meet with the appraiser, you may wish to have a person who is familiar with your property represent you.

How Soon Will I Receive A Written Purchase Offer?

Generally, this will depend on the amount of work required to appraise your property. In the case of a typical single-family house, it is usually possible to make a written purchase offer within 45 to 60 days of the date an appraiser is selected to appraise the property.

Promptly after the appraisal has been reviewed (and any necessary corrections obtained), the Agency will determine just compensation and give you a written purchase offer in that amount along with a "summary statement," explaining the basis for the offer. No negotiations are to take place before you receive the written purchase offer and summary statement.

What Is In The Summary Statement Of The Basis For The Offer Of Just Compensation?

The summary statement of the basis for the offer of just compensation will include:

- An accurate description of the property and the interest in the property to be acquired.
- A statement of the amount offered as just compensation. (If only part of the property is to be acquired, the compensation for the part to be acquired and the compensation for damages, if any, to the remaining part will be separately stated.)
- A list of the buildings and other improvements covered by the offer. (If there is a separately held interest in the property not owned by you and not covered by the offer (e.g., a tenant-owned improvement), it will be so identified.)

Must I Accept The Agency's Offer?

No. You are entitled to present your evidence as to the amount you believe is the fair market value of your property and to make suggestions for changing the terms and conditions of the offer. The Agency will consider your evidence and suggestions. When fully justified by the available evidence of value, the offer price will be increased.

May Someone Represent Me During Negotiations?

Yes. If you would like an attorney or anyone else to represent you during negotiations, please inform the Agency. However, the URA does not require the Agency to pay the costs of such representation.

If I Reach Agreement With The Agency, How Soon Will I Be Paid?

If you reach a satisfactory agreement to sell your property and your ownership (title to the property) is clear, payment will be made at a mutually acceptable time. Generally, this should be possible within 30 to 60 days after you sign a purchase contract. If the title evidence obtained by the Agency indicates that further action is necessary to show that your ownership is clear, you may be able to hasten the payment by helping the Agency obtain the necessary proof. (Title evidence is basically a legal record of the ownership of the property. It identifies the owners of record and lists the restrictive deed covenants and recorded mortgages, liens, and other instruments affecting your ownership of the property.)

What Happens If I Don't Agree To The Agency's Purchase Offer?

If you are unable to reach an agreement through negotiations, the Agency may file a suit in court to acquire your property through an eminent domain proceeding. Eminent domain proceedings are often called condemnations. If your property is to be acquired by condemnation, the Agency will file the condemnation suit without unreasonable delay.

An Agency may also decide not to buy your property, if it cannot reach agreement on a price, and find another property to buy instead.

What Happens After The Agency Condemns My Property?

You will be notified of the action. Condemnation procedures vary, and the Agency will explain the procedures which apply in your case.

Generally, when an Agency files a condemnation suit, it must deposit with the court (or in an escrow account) an amount not less than its appraisal of the fair market value of the property. You should be able to withdraw this amount, less any amounts necessary to pay off any mortgage or other liens on the property and to resolve any special ownership problems. Withdrawal of your share of the money will not affect your right to seek additional compensation for your property.

During the condemnation proceeding, you will be provided an opportunity to introduce your evidence as to the value of your property. Of course, the Agency will have the same right. After hearing the evidence of all parties, the court will determine the amount of just compensation. If that amount exceeds the amount deposited by the Agency, you will be paid the difference, plus any interest that may be provided by law.

To help you in presenting your case in a condemnation proceeding, you may wish to employ an attorney and an appraiser. However, in most cases the costs of these professional services and other costs which an owner incurs in presenting his or her case to the court must be paid by the owner.

What Can I Do If I Am Not Satisfied With The Court's Determination?

If you are not satisfied with the court judgment, you may file an appeal with the appropriate appellate court for the area in which your property is located. If you are considering an appeal, you should check on the applicable time limit for filing the appeal and consult with your attorney on whether you have a basis for the appeal. The Agency may also file an appeal if it believes the amount of the judgment is too high.

Will I Have To Pay Any Closing Costs?

You will be responsible for the payment of the balance on any mortgage and other liens on your property. Also, if your ownership is not clear, you may have to pay the cost of clearing it. But the Agency is responsible for all reasonable and necessary costs for:

- Typical legal and other services required to complete the sale, recording fees, revenue stamps, transfer taxes and any similar expenses which are incidental to transferring ownership to the Agency.
- Penalty costs and other charges related to prepayment of any recorded mortgage on the property that was entered into in good faith.
- Real property taxes covering the period beginning on the date the Agency acquires your property.

Whenever possible, the Agency will make arrangements to pay these costs directly. If you must incur any of these expenses yourself, you will be repaid--usually at the time of closing. If you later discover other costs for which you should be repaid, you should request repayment from the Agency immediately. The Agency will assist you in filing a claim. Finally, if you believe that you were not properly repaid, you may appeal the decision to the Agency.

May I Keep Any Of The Buildings Or Other Improvements On My Property?

Very often, many or all of the improvements on the property are not required by the Agency. This might include such items as a fireplace mantel, your favorite shrubbery, or even an entire house. If you wish to keep any improvements, please let the Agency know as soon as possible.

If you do arrange to keep any improvement, the Agency will deduct only its salvage value from the purchase price you would otherwise receive. (The salvage value of an item is its probable selling price if offered for sale on the condition that the buyer will remove it at his or her own expense.) Of course, if you arrange to keep any real property improvement, you will not be eligible to receive a relocation payment for the cost of moving it to a new location.

Can The Agency Take Only A Part Of My Property?

Yes. But if the purchase of only a part of your property reduces the value of the remaining part(s), you will be paid for the loss in value. Also, if any remaining part would have little or no utility or value to you, the Agency will offer to buy that remaining part from you.

Occasionally, a public project will increase the value of the part which is not acquired by the Agency. Under some eminent domain laws, the amount of such increase in value is deducted from the purchase payment the owner would otherwise receive.

Will I Have To Pay Rent To The Agency After My Property Is Acquired?

If you remain on the property after the acquisition, you may be required to pay a fair rent to the Agency. Such rent will not exceed that charged for the use of comparable properties in the area.

How Soon Must I Move?

If possible, a mutually agreeable date for the move will be worked out. Unless there is an urgent need for your property (e.g., your occupancy would present a health or safety emergency), you will not be required to move without at least 90 days advance written notice.

If you reach a voluntary agreement to sell your property, you will not be required to move before you receive the agreed purchase price. If the property is acquired by condemnation, you cannot be required to move before the estimated fair market value of the property has been deposited with the court so that you can withdraw your share.

If you are being displaced from your home, you will not be required to move before a comparable replacement home is available to you.

Will I Receive Relocation Assistance?

Title II of the URA requires that certain relocation payments and other assistance must be provided to families, individuals, businesses, farms, and nonprofit organizations when they are displaced or their personal property must be moved as a result of a project that is covered by the URA.

The Agency will furnish you a full explanation of any relocation assistance to which you may be entitled. If you have any questions about such assistance, please contact the Agency. In order for the Agency to fulfill its relocation obligations to you, you must keep the Agency informed of your plans.

My Property Is Worth More Now. Must I Pay Capital Gains Tax On The Increase?

Internal Revenue Service (IRS) Publication 544 explains how the Federal income tax would apply to a gain or loss resulting from the sale or condemnation of real property, or its sale under the threat of condemnation, for public purposes. If you have any questions about the IRS rules, you should discuss your particular circumstances with your personal tax advisor or your local IRS office.

I'm A Veteran. How About My VA Loan?

After your VA home mortgage loan has been repaid, you will be permitted to obtain another VA loan to purchase another property. Check on such arrangements with your nearest Veterans Administration Office.

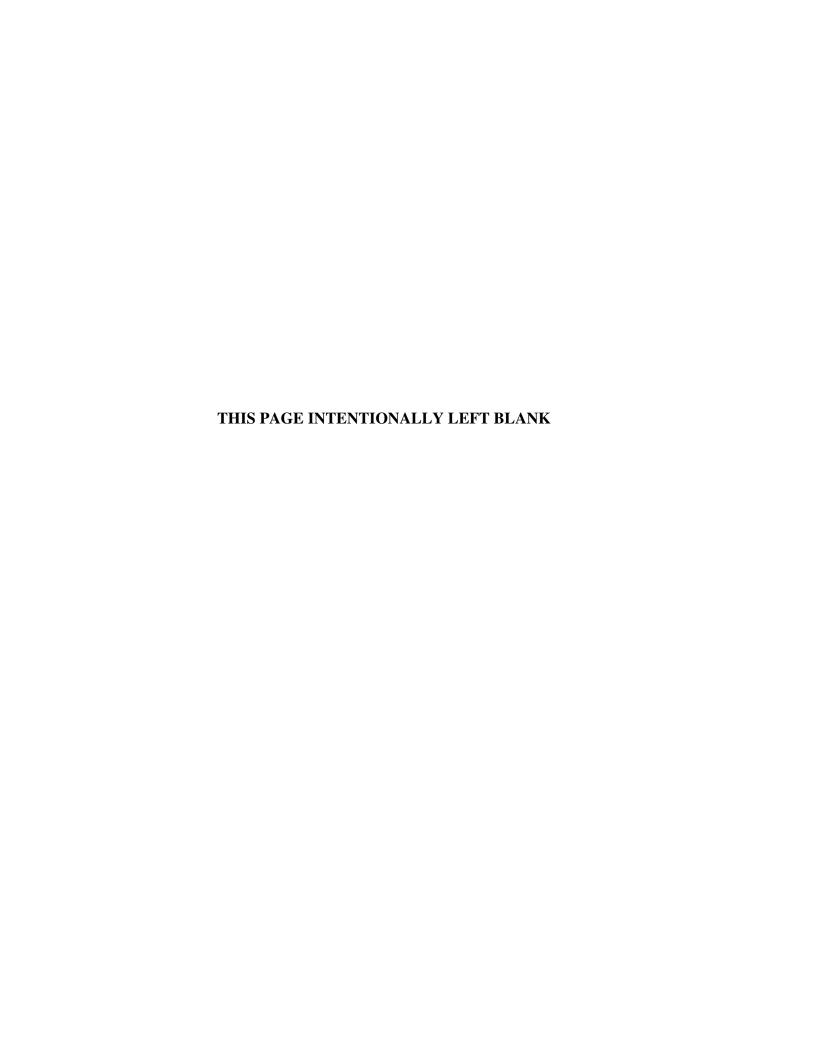
Is It Possible To Donate Property?

Yes. You may donate your property or sell it to the Agency for less than its fair market value. The Agency must obtain an appraisal of the property and offer just compensation for it, unless you release the Agency from these obligations.

Additional Information

If you have any questions after reading this booklet, contact the Agency and discuss your concerns with the Agency representative.

Agency:
Address:
Office Hours:
Геlephone Number:
Person to Contact:
HUD-1041-CPD (3/2005) Previous Edition Obsolete



33

INVITATION TO ACCOMPANY AN APPRAISER

(Date)

Ms. Elizabeth Richards 4134 Lilac Avenue Belmar, Virginia 99901

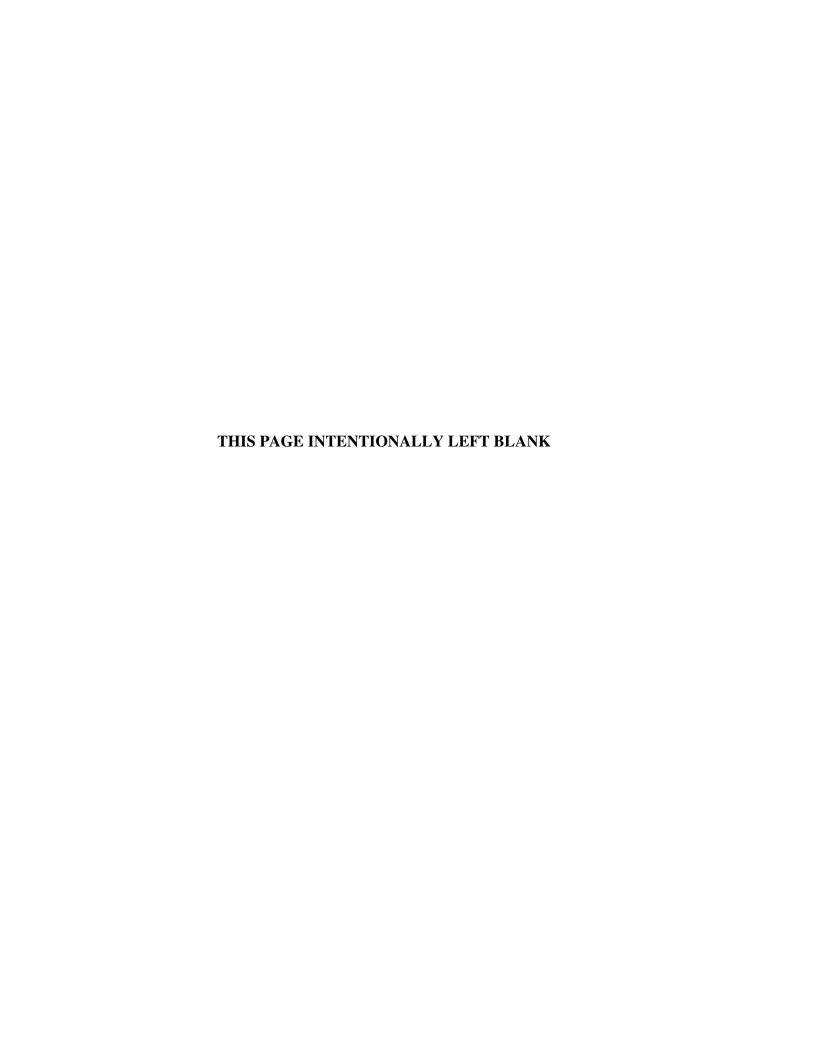
Re: Invitation to Accompany Appraiser

Dear Ms. Richards:

I have been requested by the City of Belmar to prepare an appraisal of your property on Petunia Avenue. I will visit the property (*Date*). If you wish to accompany me, please phone me at 441-4705 to arrange a mutually convenient time.

Sincerely,

Michael Lavender Senior Appraiser



REVIEW OF APPRAISAL REPORT

After reviewing the appraiser's supporting data and documentation, it is my recommendation that the \$5,000 established as fair market value for the purchase of Lot 8, Block 6, Palmer Extension is sound and accurate. The appraiser's report is complete and the methods utilized conform with recognized appraisal practices.

The appraisal report documents the determination of fair market value through:

A. Cost Approach

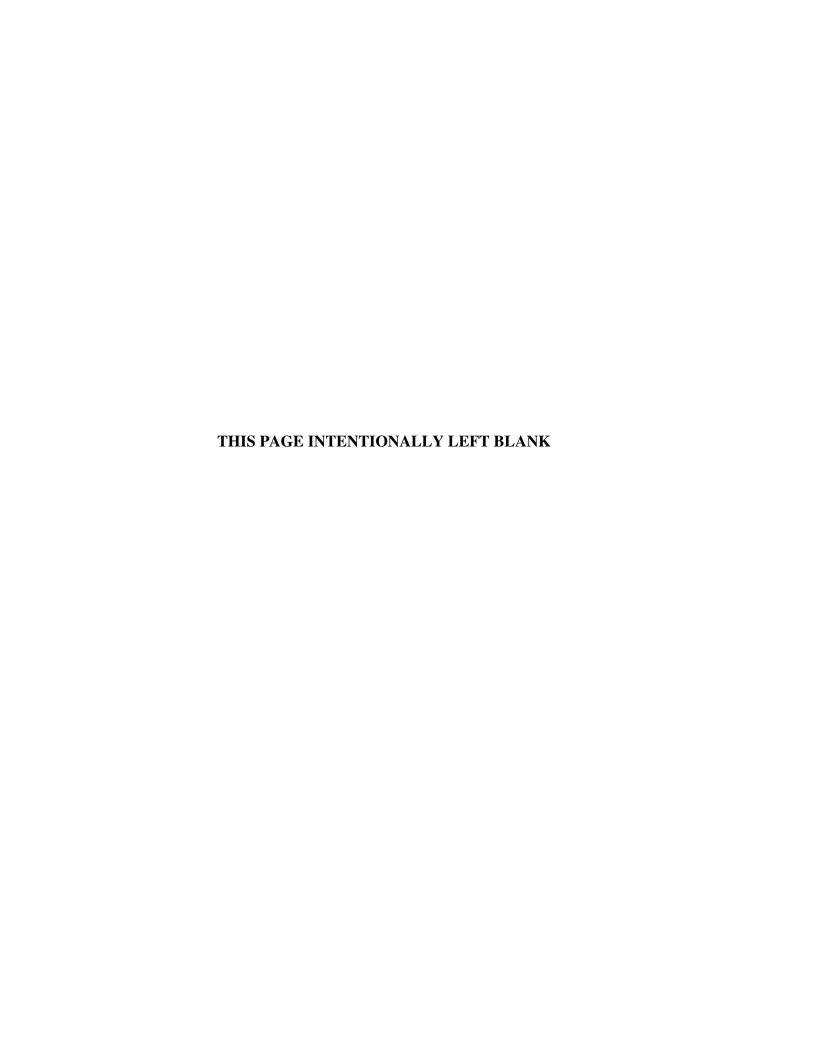
The appraiser estimated the value of the land through the search for vacant land sales. She/He compared land sales with six recent land sales, then adjusted for time and points of difference. All mathematical computations are accurate and were reached using sound judgment.

B. Market Data Approach

The appraiser searched the sale of sixteen properties of which three were comparable to subject property. The Factual Data report is accurate. The sales were adjusted for points of difference.

The qualifications of the appraiser are excellent. Accurate maps and photographs are included in the report.

(Date)	(Signature of Review Appraiser)
(Address)	
(Telephone Number)	



STATEMENT OF THE BASIS FOR THE DETERMINATION OF JUST COMPENSATION

<u>Description and Location of Property</u> - The City of Belmar proposes to purchase land on Petunia Avenue (Lot 8, Block 6, Palmer Extension) from owner Elizabeth Richards at 4134 Lilac Avenue, Belmar, Virginia.

<u>Purpose of Purchase</u> - The City of Belmar intends to use the whole parcel for the construction of a sheltered workshop.

<u>Improvements</u> - No improvements have been made to the property.

<u>Declaration of Offer</u> - Based on the two appraisals, the City of Belmar hereby makes you an offer in the amount of \$5,000 for the purchase of your property. This offer is for the fair market value of your property and does not include any consideration of decrease or increase in value attributable to the project for which it is being acquired.

<u>Definition of Fair Market Value</u> - "Fair Market Value is the highest price estimated in terms of money which the property would bring if exposed for sale in the open market, allowing a reasonable time in which to find a purchaser buying with knowledge of all the uses and purposes for which it is adapted and for which it is capable of being used."

<u>Appraisal Techniques</u> - Two major techniques, cost approach and market data approach, were utilized to determine the fair market value of this property.

Cost Approac	<u>h</u> -

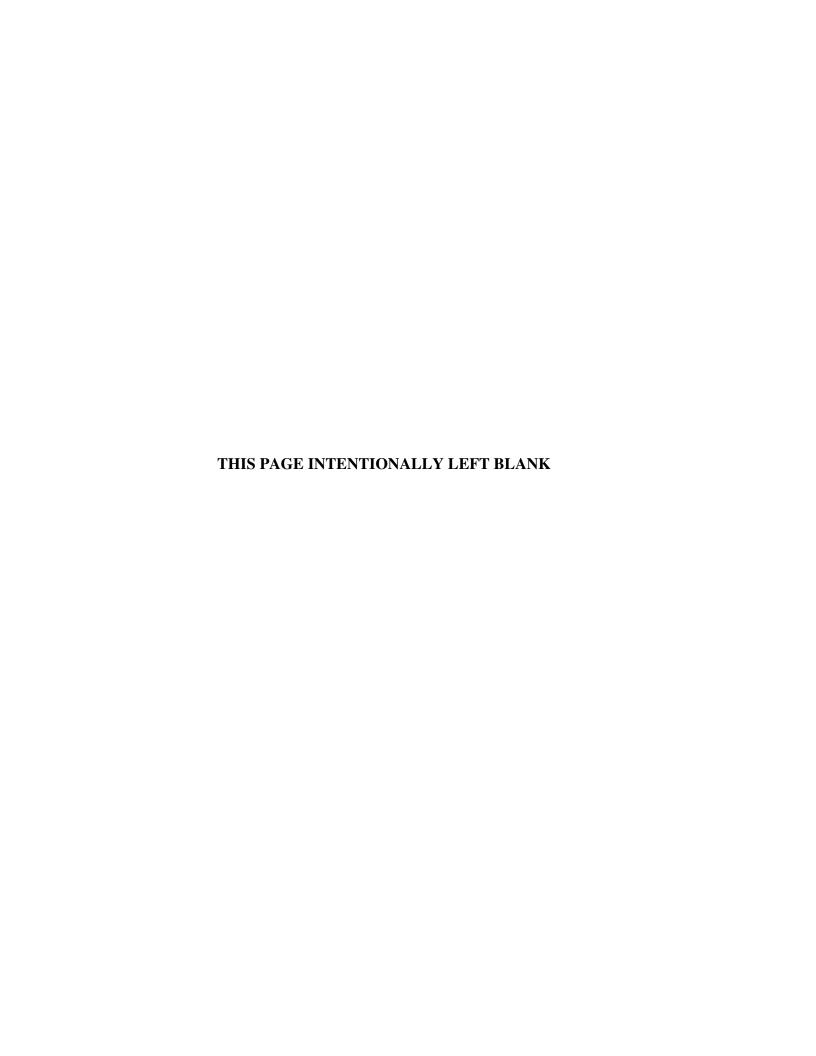
*Land:

To estimate the value of the land, the market was searched for vacant land sales which might throw some light on the value of subject land.

<u>Market Data</u> - To estimate the value of the property by this approach, the market was searched for sales of properties in the area which might throw some light on the value of subject property by comparison.

After adjusting these sales, approximately six comparable properties, for time and points of difference, the indicated value of subject property, by comparison, is \$4,500 - \$6,000.

(Signature of Authorizing Official)	(Date)	



WRITTEN OFFER TO PURCHASE

(Date)

Ms. Elizabeth Richards 4134 Lilac Avenue Belmar, Virginia 99901

Re: Written Offer to Purchase

Dear Ms. Richards:

This will serve to introduce Ms. Julie Powell, who represents the City of Belmar, Virginia, in the capacity of Community Development Coordinator, and who will discuss with you the acquisition by the City Government of the property which our records indicate is owned by Elizabeth Richards. This property is required for the construction of the proposed Sunny Days Sheltered Workshop.

We have had the property appraised by a competent and unbiased fee appraiser and this report has been thoroughly analyzed by a competent appraisal analyst and found to be well supported. Based on the appraisal and the review, the City hereby makes you a firm offer in the amount of \$5,000 for the purchase of your property.

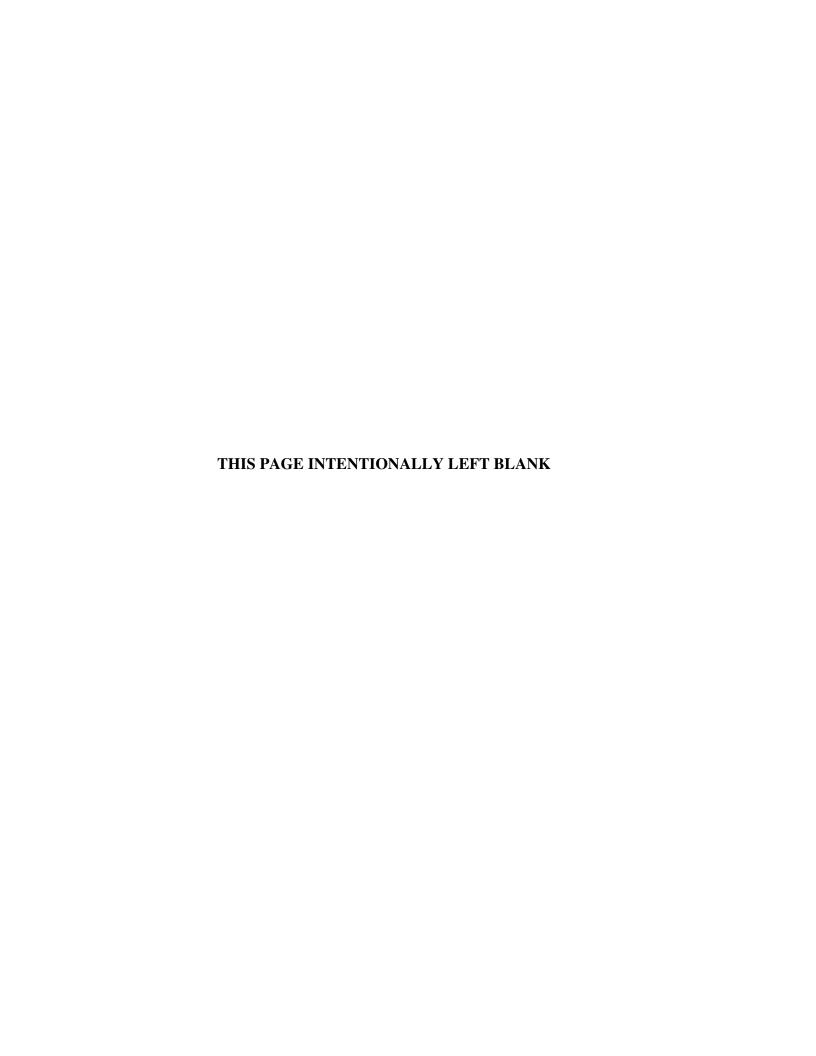
We feel that the above offer is most equitable and we urge your favorable consideration and acceptance of it. If this meets with your approval, the City's representative has prepared an Act of Sale and will assist in any way convenient to you in finalizing the acquisition. Negotiations for the purchase of your property begin (*Date*).

Thank you very much for your cooperation and favorable consideration of this offer.

Sincerely,

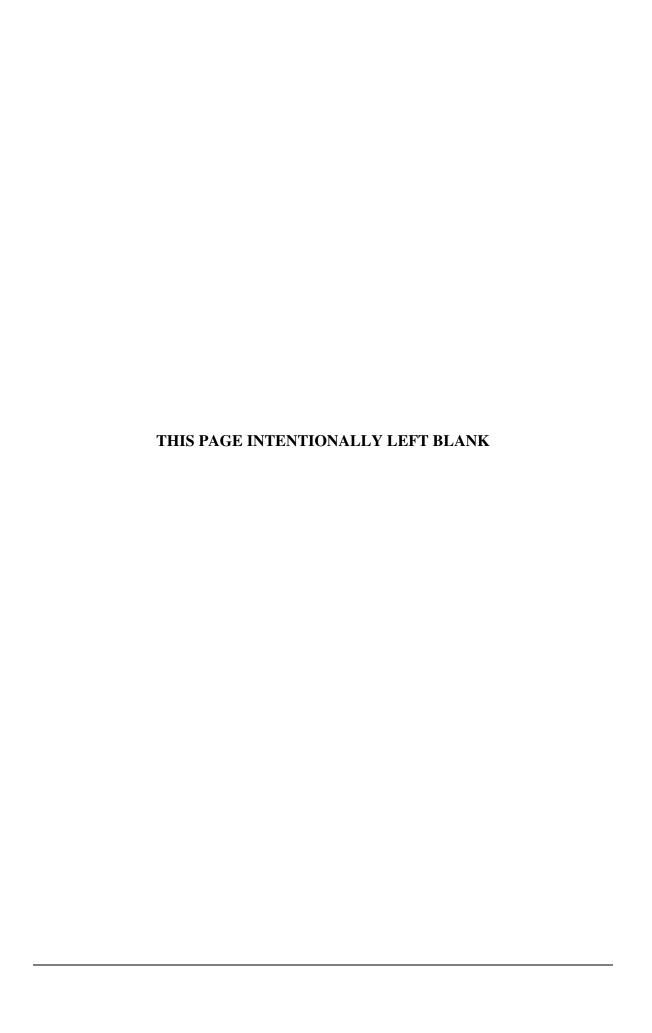
Justin McCarthy Mayor

Enclosure: Statement of the Basis for the Determination of Just Compensation



STATEMENT OF SETTLEMENT COSTS

Expenses Incidental to Transfer of Title	Paid by City	Paid by Owner
1. Recording		
2. Transfer Taxes		ļ
3. State Tax Stamps		ļ
4. City/County Tax Stamps		ļ
5. Recording Fees	_	
6. Survey & Legal Description	_	
7. Penalty Costs Associated with Pre-payment of Pre-existing Recorded Mortgages		
8. Pro rata Portion or Pre-paid Taxes and Public Service Charges:		
a. Real Property Taxes County		
b. Real Property Taxes City		
c. Water Service		
d. Sewage Service		
e. Trash Collection		
s statement of settlement costs is certified as true and correct.		



NOTICE OF INTENT NOT TO ACQUIRE

(Date)

Mr. R. Ed. Kneck 322 Perry Avenue Belmar, Virginia 99901

Re: Notice of Intent Not to Acquire Property

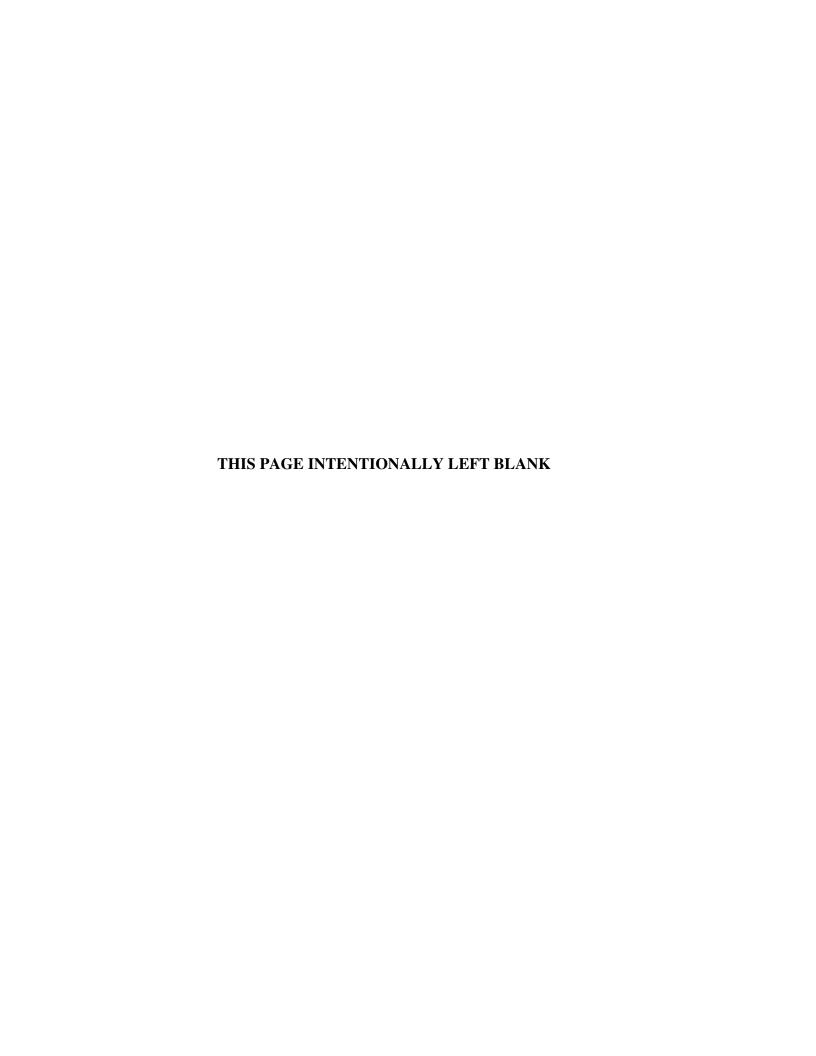
Dear Mr. Kneck:

The City of Belmar has determined not to acquire your Petunia St. property. If you have any questions about this determination, please contact me at 441-4841 between the hours of 8:00 a.m. and 5:00 p.m..

Sincerely,

Garcia Lorca Public Works Director

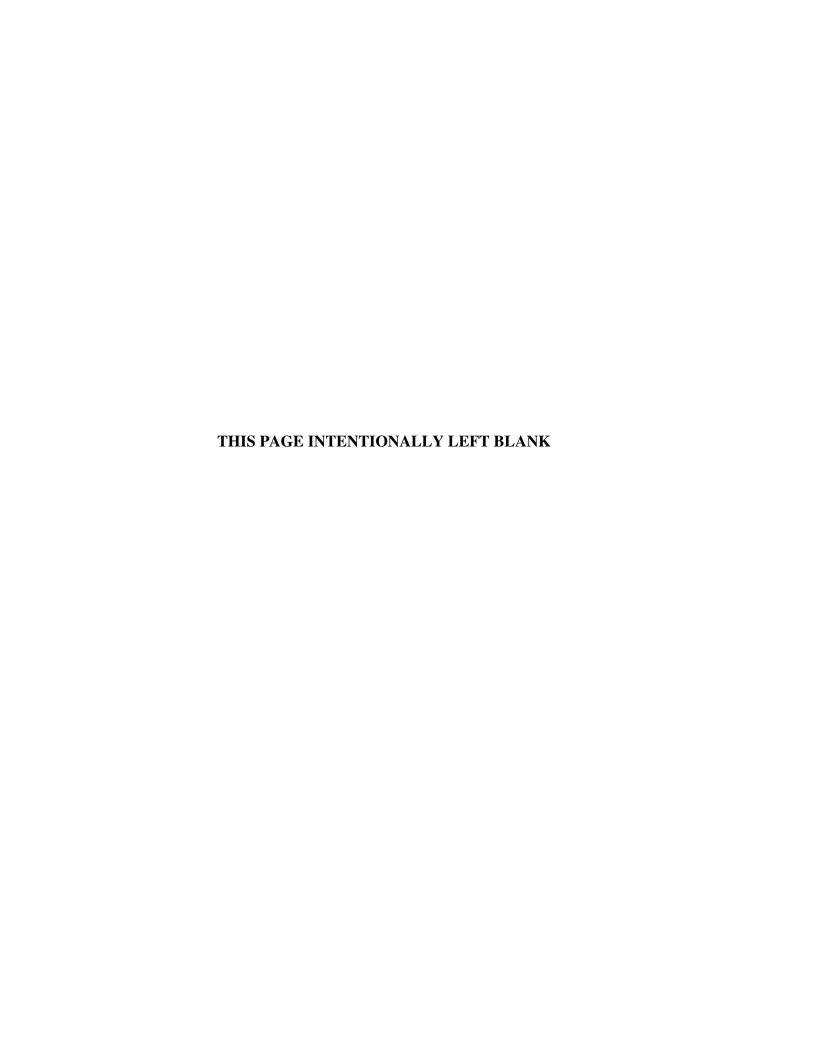
(Please note that if this is a tenant-occupied property, a notice of nondisplacement and the right to continue occupying the property must also be sent to the tenant.)



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REQUEST FOR WAIVER OF APPRAISALS

requ and	(Town/City/County) of hereby requirements in 40 CFR Part 24, implementing regulations Real Acquisitions Policies Act of 1970, as amended. To cort the waiver request:	for the <i>Uniform Relocation</i>	
1.	Number of parcels or easements to be acquired: (attach a list by owner and cost of each parcel)		
2.	Average size of the parcels or easement: (= total footage divided by # parcels; defined in linear feet or square feet, designated by LF or SF)		
3.	☐ Commissioner of Revenue's or ☐ Utility Company's or ☐ Real Estate Agent or estimate of fair market value		
4.	of an average parcel (as defined in #2) Cost per LINEAR FOOT or SQUARE FOC based on estimate [= #2 divided by #3]	\$ DT \$	
5.	Outline below or on an attached sheet, the locality's proposed procedure for computing just compensation to the property owners and for paying compensation, should a waiver be granted.		
6.	Attach written estimate from either the Commissioner Company, real estate agent or Licensed Appraiser docabove.	•	
	ject Manager) CD Approval:	(Date)	
		(Date)	



REQUEST FOR DONATION OF LAND PARCEL OR EASEMENT AND WAIVER OF RIGHT TO AN APPRAISAL

(Date)

Ms. Elizabeth Richards 4134 Lilac Avenue Belmar, Virginia 99901

Re: Request for Donation

Dear Ms. Richards:

The City of Belmar has determined that it must acquire clear title to a parcel or a permanent rights-of-way water/sewer easement as part of a public improvement project in your neighborhood. This parcel or easement will run (*briefly describe location*) across your property. The distance is about 100 feet.

This parcel or easement will be acquired as part of a project partially funded with a federal grant. According to the *Uniform Relocation and Real Property Acquisition Act* as amended, **you are entitled to receive compensation equal to fair market value as determined by an approved appraisal**.

However, you may voluntarily waive your right to an appraisal of your property and to compensation. A donation of the parcel or easement on your part will save the City some of the time and expense involved to complete your neighborhood's project.

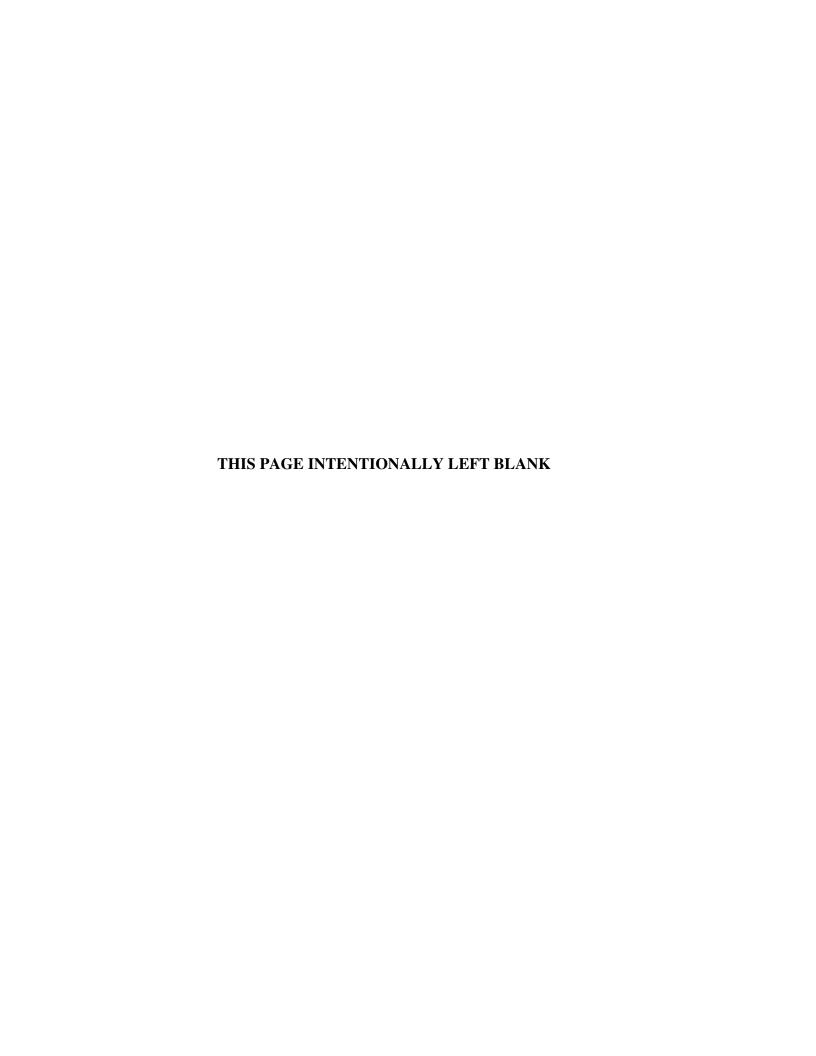
Should you desire to waive your right to an appraisal and just compensation, please fill out and return the enclosed form to the (*fill in the address*). If we do not hear from you by (*Date*), we will contact you to explain the appraisal process to you.

If you have questions, please call me at 441-4842 between the hours of 8:00 a.m. and 5:00 p.m..

Sincerely,

Garcia Lorca Public Works Director

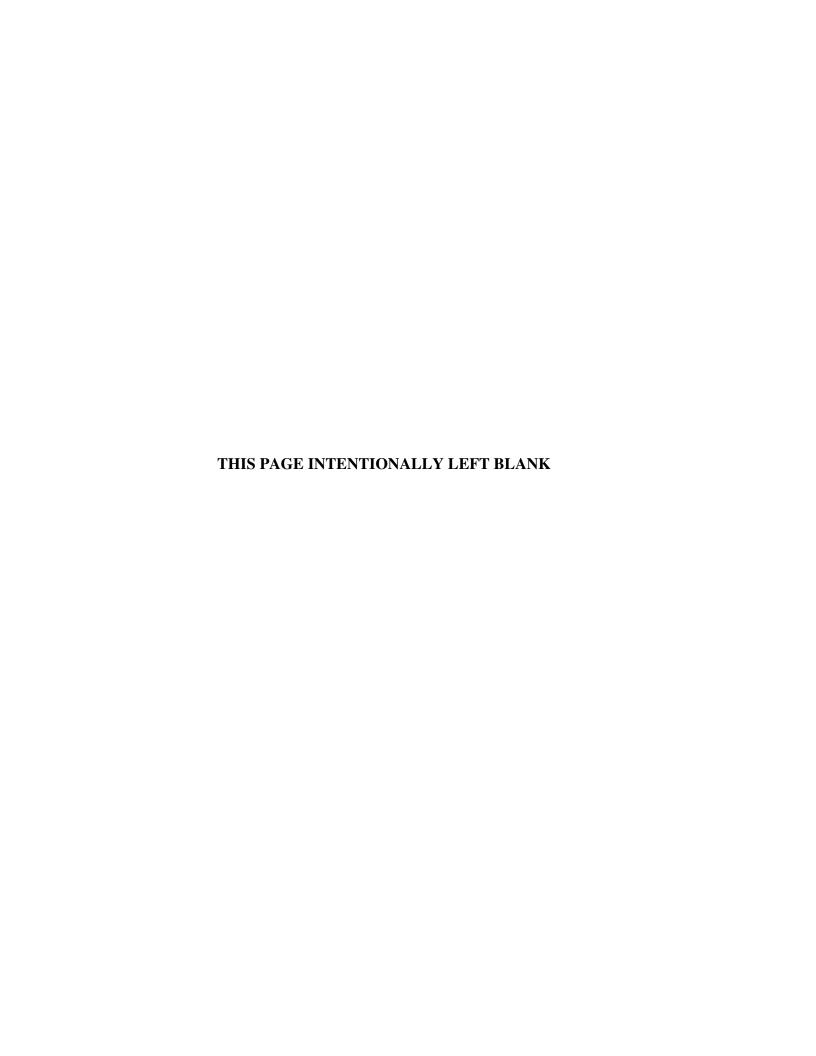
Enclosure: When A Public Agency Acquires Your Property brochure and Donation and Waiver Statement



41

Donation and Waiver Statement

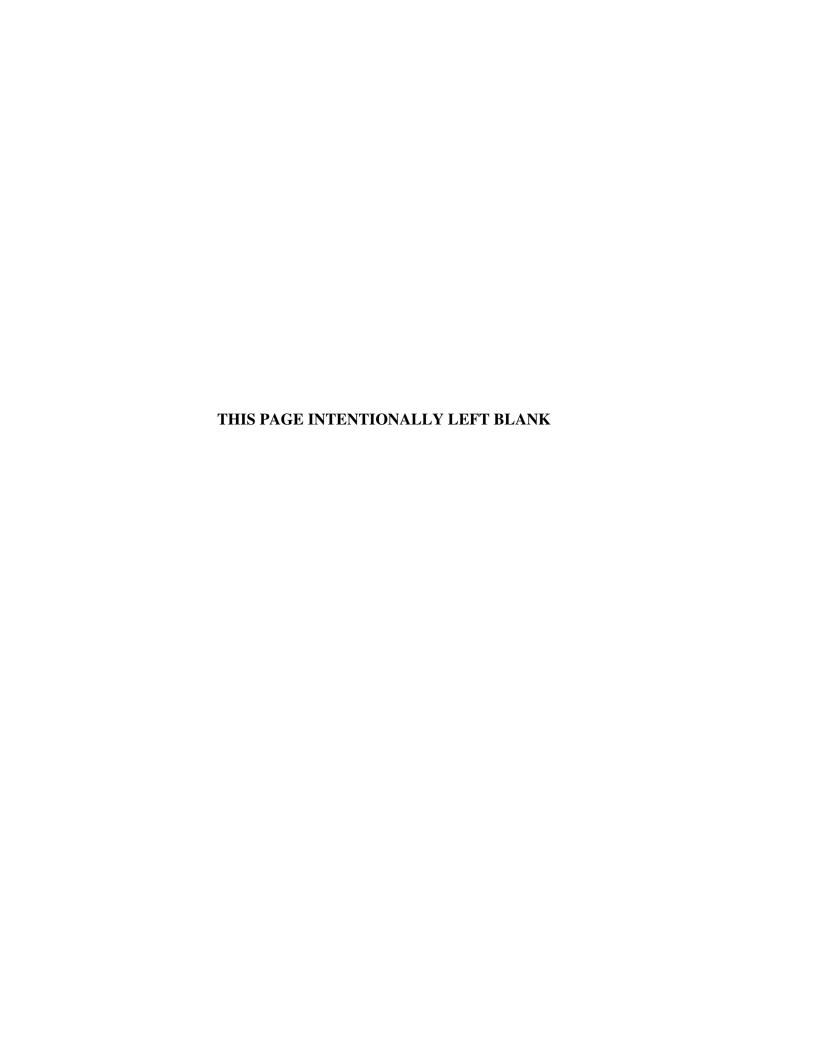
It is my understanding that the (<i>Town/City/Con</i> requesting a permanent fee simple parcel or easeme purpose of installing a street, water and/or sewer lindonate a parcel as rights-of-way or easement across understand that I have the right to be provided with the value of this easement based on this appraisal.	nt through my property for the e serving my neighborhood. I wish to my property for this purpose. I
I hereby waive my right to an appraisal of the (Town/City/County) of without compensation	
I understand that the Town/City/County will be the street and if a water and/or sewer line(s) and will condition. I also understand that I will be responsiblines connecting my residence with the distribution	l return the property to its current le for the maintenance of any service
I also understand that a deed and survey of this will be prepared for my signature and that this properthe County land records.	- · · · · · · · · · · · · · · · · · · ·
Tax Map Number: Section Number: _	Lot Number:
Owner of Record:	_
I (we) certify that I (We) are the owners of the to the above commitments.	above identified property and agree
(Owner's Signature:)	(Date:)
(Owner's Signature:)	(Date:)
Witness:	
(Name:)	
(Signature:)	(Date:)



42

WAIVER OF JUST COMPENSATION

ГО:	The City of Belmar							
FROM:	(<u>Property Owner</u>)							
SUBJECT:	Waiver of Just Compensation							
As evidenced by my/o	our signature(s) below, I/we understand the	ne following:						
*that the City of Belmar has received Community Improvement Grant funds f Virginia Department of Housing and Community Development to construct (<u>Idescribe project</u>) and;								
*that one of the conditions imposed upon the use of such funds is compliance with trequirements of the <i>Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970</i> , as amended, hereafter referred to as the Uniform Act, and the regulations at 49 CFR Part 24, and;								
	*that the Uniform Act requires that the City establish an amount it believes to be just compensation for the property to be acquired before the initiation of negotiations.							
Regarding the propert	ty specifically described as follows:							
	Describe Property							
I have determined it to accruing to me under	o be in my best interest to waive any mon the Uniform Act.	netary rights and benefits						
any and all monetary been advised that this	own that by my signature hereon I freely rights accruing to me under the Uniform property or any interest therein, is valued me if my property is acquired by	Act. Specifically, I have l at \$ This sum is						
Signature of Owner(s)	Date						
	the property owner desires that the dollars to just compensation.	Date lar value provided prior to						

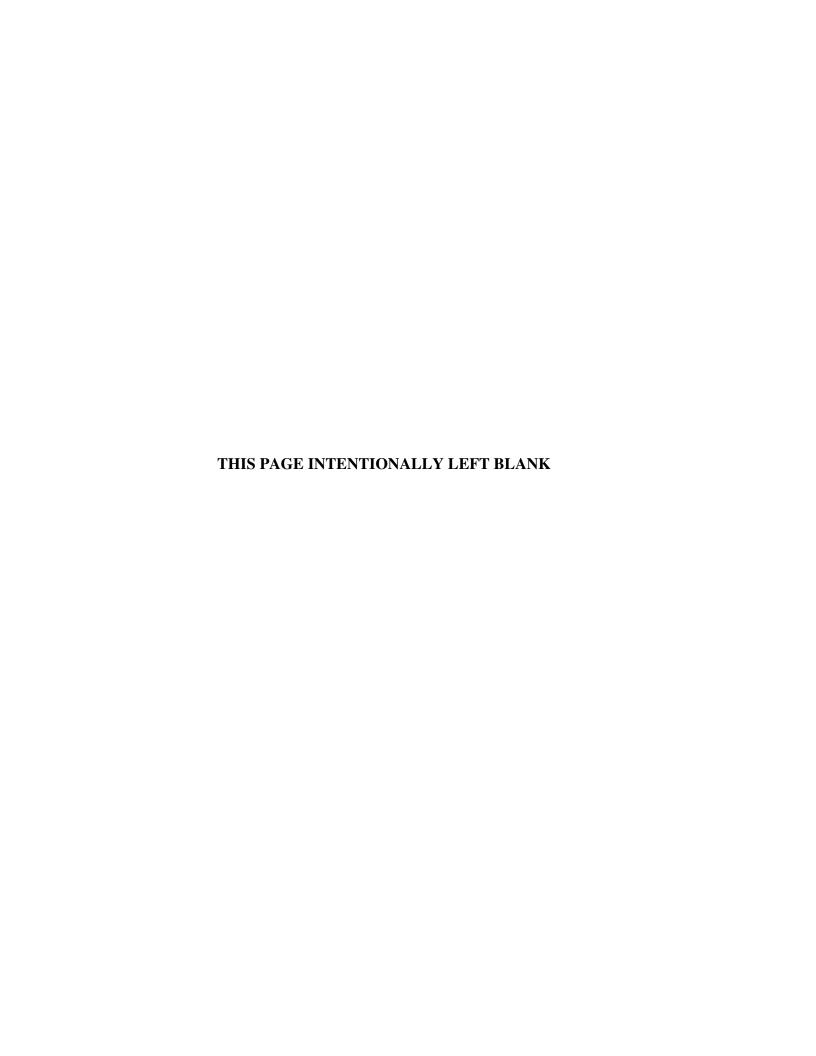


43-A

GENERAL ACQUISITION FILE CHECKLIST

1.	Procurement for Initial Appraiser	
2.	Executed Contract with Initial Appraiser*	
3.	Procurement for Review Appraiser	
4.	Executed Contract with Review Appraiser*	
5.	Copy of Grantee's Request for Easement Waiver	
5.	DHCD's Approval of Request for Easement Waiver	
7.	Determination of Just Compensation for Easements	
3.	Documentation of Conveyance of property to Grantee	

• Photocopy of Appraiser's Virginia License should be included.



Appendix 43-B

EASEMENT WAIVER ACQUISITION FILE CHECKLIST-FOR INDIVIDUAL FILES

A.	Proper	rty Owner(s):	
В.	Proper	rty Address:	
	Proper	rty Description:	
C.	Tenan	t's Name and Address:	
D.	Proper	rty Owner Correspondence	
	1.	Preliminary Acquisition Notice	*
	2.	Provision of "When A Public Property"	*
	3.	DHCD-Executed Request for Waiver Form	
	4.	Invitation to Accompany Appraiser	*
	5.	Written Offer to Purchase	*
	6.	Notice of Intent Not to Purchase	*
	7.	Executed Donation and Waiver Statement	
	8.	Executed/Recorded Deed	
	9.	Copy of Canceled Check	
	10.	Appeals by Owner and Final Resolution	
	11.	Other Property Owner Correspondence	
		a	
		b	
		c	

E.	Other Documentation							
	1.	Determination of Fair Market Value						
	2.	Establishment of Just Compensation						
	3.	Closing Costs Determination/Payment						
	4.	Copy of Court Order (Condemnation)						
	5.	Other:						

^{*} Requires documentation of receipt by property owner.

Appendix 43-C

FEE SIMPLE ACQUISITION FILE CHECKLIST— FOR INDIVIDUAL FILES

A.	Proper	rty Owner(s):	
B.	Proper	rty Address:	
	Proper	rty Description:	
C.	Tenan	t's Name and Address:	
D.	Proper	rty Owner Correspondence	
	1.	Preliminary Acquisition Notice	*
	2.	Provision of "When A Public Property"	*
	3.	Invitation to Accompany an Appraiser	
	4.	Appraisal Report and Determination of Fair Market Value	*
	5.	Review Appraisal and Establishment of Just Compensation	
	6.	Written Offer to Purchase	-*
	7.	Notice of Intent Not to Purchase	*
	8.	Executed/Recorded Deed	
	9.	Copy of Canceled Check	
	10.	Appeals by Owner and Final Resolution	
	11.	Other Property Owner Correspondence	
		a	
		b	

	E.	Othe	Other Documentation								
		1.	Copy of Court Order (Condemnation)								
		2.	Other:								
*	Requires documentation of receipt by property owner.										

RELOCATION FILE CHECKLIST

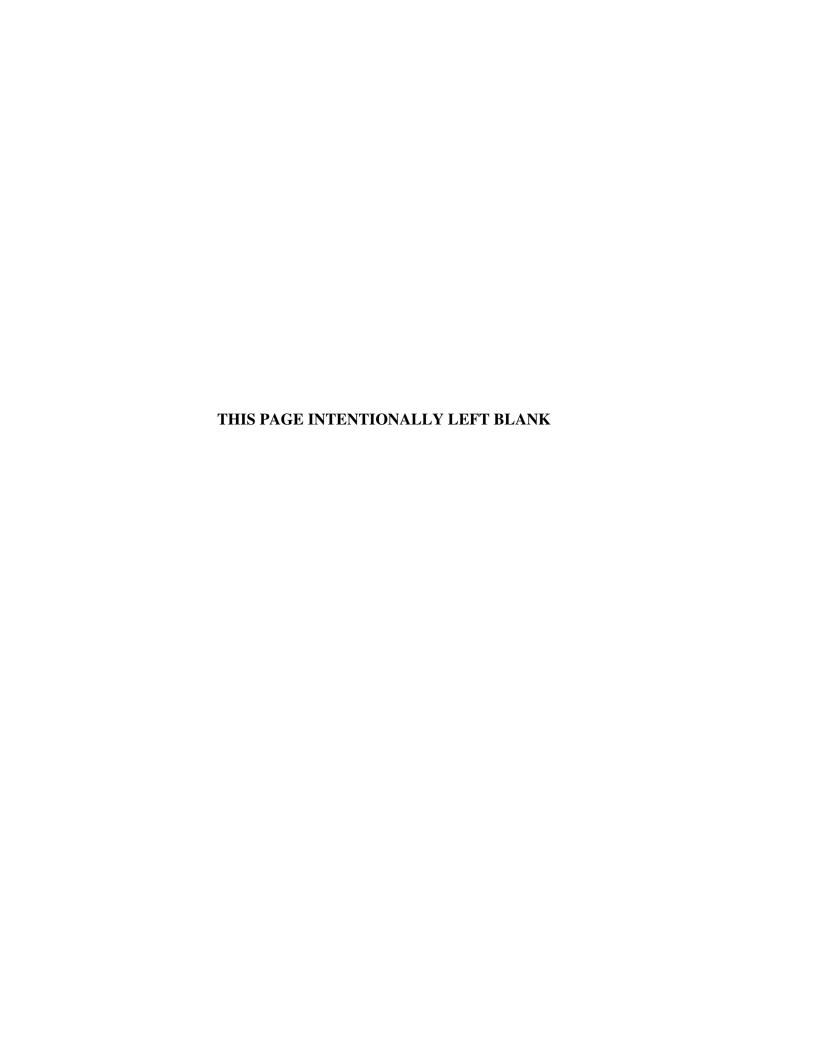
REQUIRED DOCUMENTS FOR EACH DISPLACED/RELOCATED PERSON:

	De	ite Comptei
A.	Name of person, and address	
В.	Date of initial occupancy of dwelling	
C.	Age, sex and race/ethnicity of all household members	
D.	Monthly gross income of adult members	
E.	Description of displacement (acquired) dwelling including:	
	address; census tract; monthly housing cost; number of rooms; etc.	
F.	Nature and dates of advisory services provided	
G.	Description of person's relocation needs and preferences	
О. Н.	List of all referrals made, including date, address and price.	
11.	If low-income or minority displacee, indicate whether the referral dwellings are	
	located in an area of low-income and/or minority concentration	
I.	Description of replacement dwelling chosen by displacees, including	
1.	address; census tract; monthly housing cost, and their reasons	
	If low-income or minority displacee, indicate whether the dwelling	
	is located in an area of low-income and/or minority concentration.	
J.	Copy of General Information Notice	
у. К.	Evidence, including date, of receipt by displacee	
K. L.	Copy of Notice of Eligibility for Relocation Assistance or	
L.	Notice of Non-Displacement	
M.	Copy of Notice of Relocation Eligibility	
N.		
	Evidence, including date, of receipt by displacee	
O.	Explanation of reason for delay and plan for timely relocation	
D	if relocation is not completed in six (6) months	
P.	Copy of Representative Comparable Relocation Dwelling	
\circ	and Upper Limit of Payment	
Q. R.	Evidence, including date, of receipt by displacee	
K.	Copy of 90-day Notice To Vacate, or an explanation of why	
C	no such notice was required	
S.	Record of the replacement dwelling inspection report and date of inspection	
Т.	Copy of each relocation payment claim form and supporting documentation	
T T	submitted by displacee	
U.	Copy of each worksheet or document used to determine eligibility	
T 7	for amount of payment made	
V.	Evidence, including date, of receipt of payment	
W.	Copy of any correspondence relating to the claim	

- X. Copy of any appeal filed by displacee, description of action taken to resolve it, and copy of all pertinent determinations
- Y. Evidence that renters were offered benefits under Section 104(d) of the Housing and Community Development Act of 1974, as Amended.

NOTE: FOR REQUIRED DOCUMENTATION ON RELOCATION OF A BUSINESS, FARM OR NONPROFIT ORGANIZATION, CONTACT YOUR COMMUNITY REPRESENTATIVE.

UTILITY FEE SCHEDULE



LABOR STANDARDS CHECKLIST

Explanation of Form (Part of Wage Decision Packet)

What it is Used For: This is required to assure that all required Labor Standards

requirements are explained and all appropriate forms are

conveyed to the Contractor and subcontractors.

When it is Used: During the Pre-construction Conference.

Where it Goes: To Grantee's Labor Standards project file.

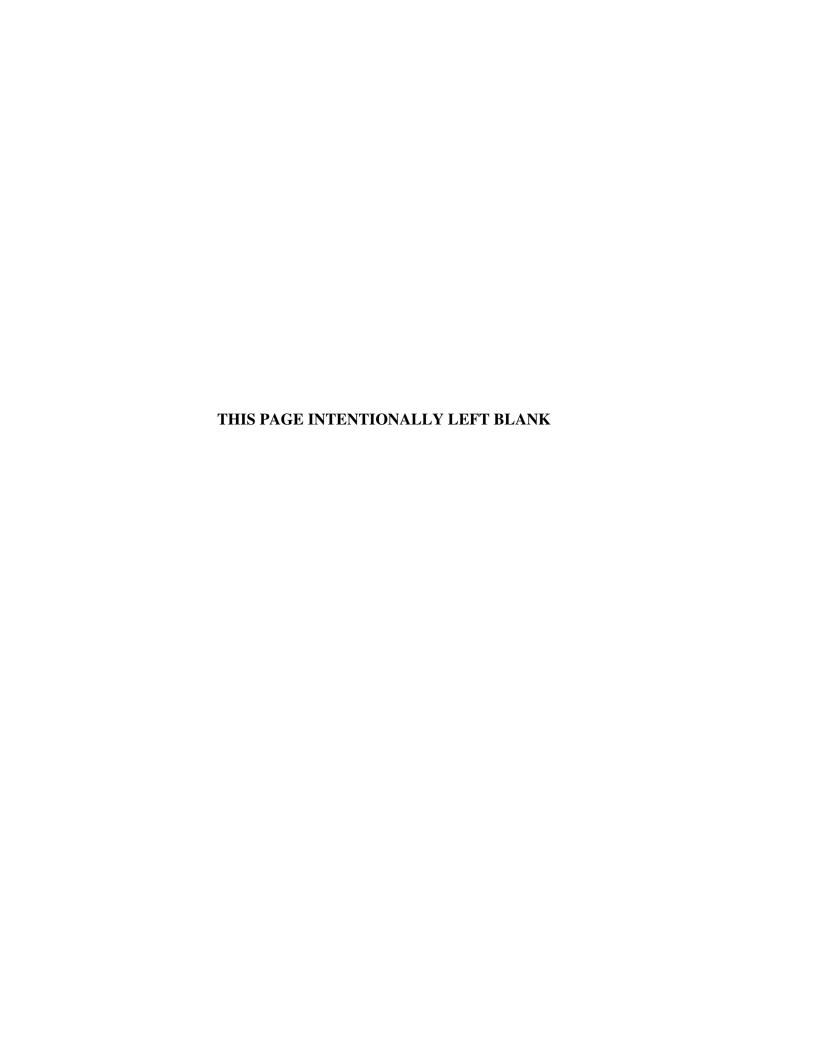
Instructions: Part of the 'wage decision packet' sent by DHCD with the

Wage Decision applicable to the activity(s) being contracted. Use the checklist to check off labor standards items as they are addressed at the Pre-construction Conference. Have the Contractor and any known subcontractors sign this checklist after completing review of items. Any subcontractors hired subsequent of the Pre-construction Conference must also sign the

checklist.

See also "Labor Standards Checklist," as found in Chapter 8: Federal Labor Standards and Equal Opportunity

Requirements.



Labor Standards Checklist

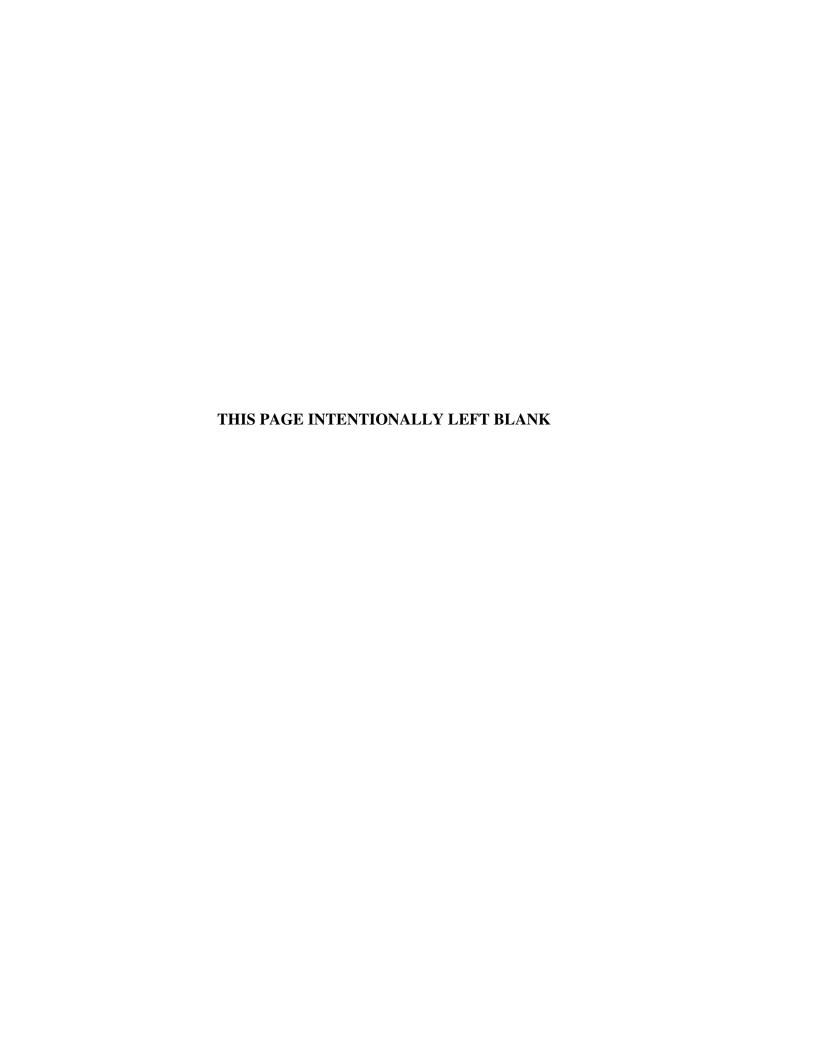
(To be Completed Initially at Pre-Construction Conference)

	Contra provis	actors have reviewed and understand all Labor Standards contract ions.										
	Contractors have reviewed and understand wage decision and job classifications.											
	Contractors have been informed that all workers:											
	a)	must be paid at least the appropriate minimum wage for the job classification;										
	b)	must be paid time-and-a-half for all work beyond 40 hours per week;										
	c) must be paid at least weekly; and											
	d) must perform only the work which is covered by the job classification to are listed and paid in. If a worker performs in more than one classification, he must be paid either the wage of the highest paid job works or time cards signed by the worker must document the amount time worked in each job during the week.											
	Contra	actors will inform all workers:										
	a)	of their job classifications and duties;										
	b)	of their wage rates and fringe benefits;										
	c)	that they may be interviewed on the jobsite and are required to cooperate; and										
	d)	of deductions from pay.										
		actors will obtain each worker's name, permanent address, and social ty number prior to assigning them to a jobsite.										
k		actors will obtain certification of any apprentices and trainees, including ration number and year of program, and will submit the same to the Public										
		actors are aware that they are responsible for the compliance of their ntractors with Labor Standards provisions.										

	Contractors must verify that the subcontractors(s) is/are not debarred from Federal or State contracts.									
	Contractors will construct and erect a project identification sign at the construction site identifying DHCD as a funding source per specifications as stated in contract documents.									
	Prime contractor has received and will post in a prominent place on the site:									
	a)b)c)	Wage Decision; Labor Standards poster: "Notice to All Enployees" (Davis-Bacon Act) WH- 1321 "Safety and Health Protection on the Job" poster (VA DOL).								
*	Contra	actors have received Payroll report form (WH-347) and understand:								
	a)	how it is to be filled out;								
	b) that it must be filled out completely;									
	c)	that it must include every worker assigned to the project (excluding non-working, supervisory, or clerical personnel);								
	d)	that Payroll reports must be submitted for every week or part of a week during the course of the contract, and must be submitted by all subcontractors. Payroll reports will be submitted to the Grantee within seven (7) days of the end of the work week.								
	Contractors will maintain employment and payroll records which will be accessible to the Public Body, DHCD, and appropriate federal agencies for 3 years.									

* Denotes those items which must be submitted by the Contractor.

(Public Body):	(Prime Contractor):
Signature	Signature
Title	Title
	Company
(Subcontractor):	(Subcontractor):
Signature	Signature
Title	Title
Company	Company
(Subcontractor):	(Subcontractor):
Signature	Signature
Title	Title
Company	Company
(Subcontractor):	(Subcontractor):
Signature	Signature
Title	Title
Company	Company



46

DOL NOTICE OF AWARD OF CONTRACT

(Date)

U.S. Department of Labor Office of Federal Contract Compliance Programs (see next page for address/phone number for your area office)

Re: VA CDBG Community Improvement Grant # _____ (*Grantee's Name*)

Dear Federal Contract Compliance Officer

This is to inform you that (name of company), (ID number) at (address of company), (area code/phone number), has been awarded a contract, (contract number), for (brief description of work), with the (name of locality).

The number of the applicable wage decision is (wage decision/area rate number).

The contract is for \$(amount of contract) and construction is estimated to begin (estimated date of start of construction).

(Name): ______(Title): ______(Date)

cc: (Your Community Representative) DHCD

Explanation Of Notice Of Award Of Contract

Instructions: Your letter to DOL should contain all of the information

referenced in the sample format.

What It Is Used For: To inform the U.S. Department of Labor (DOL) that a

construction contract has been awarded.

When It Is Used: The Grantee sends this to DOL immediately upon award of

any construction contract.

Where It Goes: A copy is kept in the Grantee's Construction Contract

project file.

The original is sent to the DOL Area Office of Federal

Contract Compliance.

for Northern Virginia: U.S. Department of Labor

Washington Metro District Office

MetroPlex II

8201 Corporate Drive, Suite 680

Landover, MD 20785

(301) 429-2190

for Eastern Shore: U.S. Department of Labor

Office of Federal Contract Compliance Programs

Appraiser Stores Building

103 South Gay Street, Room 202

Baltimore, MD 21202

(410) 962-3572

for the remainder of

Virginia: U.S. Department of Labor

Office of Federal Contract Compliance Programs

400 North 8th Street, Room 552

Richmond, VA 23219

(804) 771-2136

PAYROLL REPORT (FORM WH-347)

Explanation of Form

What It Is Used For: The contractor and subcontractors submit their weekly

Payroll Report to the Grantee each week or part of a week in which there are employees assigned to the project. All

workers assigned that week MUST be included.

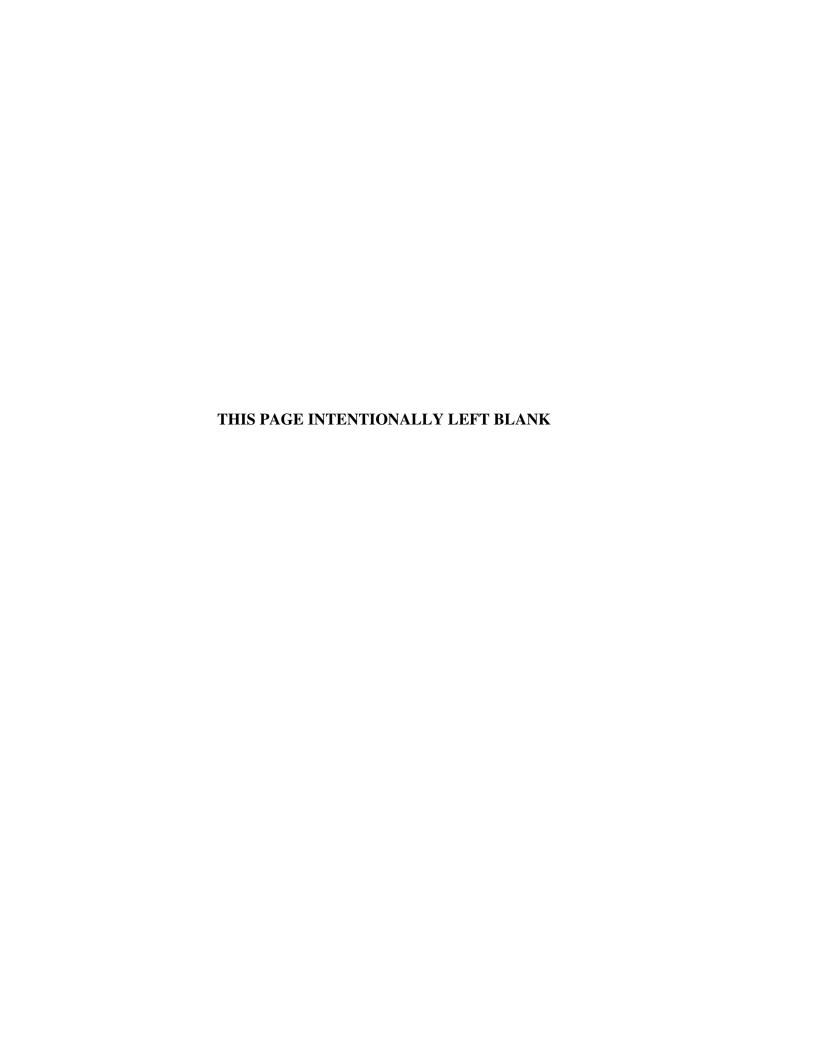
When It Is Used: During the construction phase of the project.

Where It Goes: In the Grantee's Labor Standards project file.

Instructions: The Grantee must review each Payroll Report to assure that

the Contractor and all subcontractors are complying with *Davis-Bacon Act*, *Contract Work Hours and Standards Act*, and *Copeland "Anti-Kickback" Act* requirements. Payroll records must be verified by field inspections (See Appendix 51 for Record of Employee Interview form) and checked against the Register of Assigned Employees (See Appendix

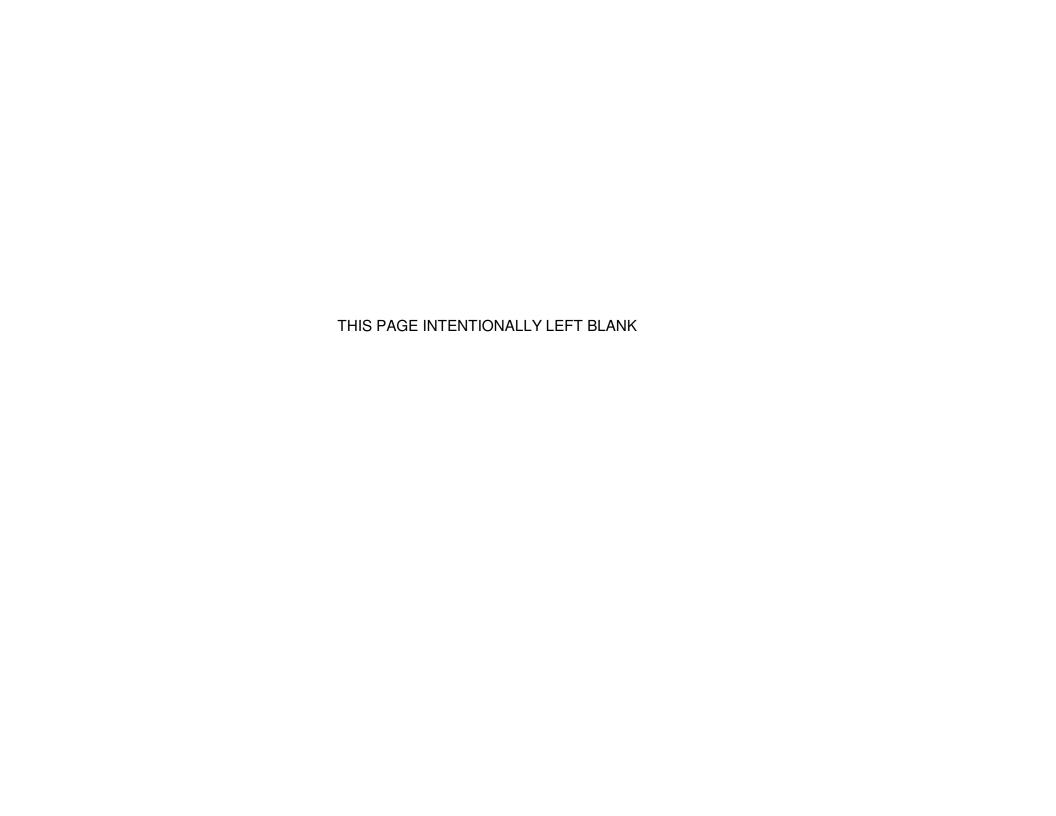
54 for form).



PAYROLL

Contractor	Name: Project/Contract #:										Payroll #:								
or	Address:																		
Subcontractor						Proj	ect L	ocati	on:						For We	ek Ending	g:		
	NUMBER OF				DAY	AND									DE	DUCTIONS	S		
NAME, ADDRESS AND	WITH-		ST																1
SOCIAL SECURITY NUMBER	HOLDING	WORK	OT							TOTAL	DATE OF	GROSS		WITH-				TOTAL	NET WAGES
OF EMPLOYEE	EXEMPTIONS			HOU	RS WC	RKEI	EAC	H DA	Y	HOURS		AMOUNT OF PAY	FICA	HOLDING TAX		OTHER	OTHER	TOTAL DEDUCTIONS	PAID FOR WEEK
			ST																
			ОТ																
			ST																
			OT		<u> </u>														<u> </u>
			ST																
			ОТ																
					+														
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			ОТ																
			ST																1
			31		1														
			OT																
			ST																
			OT																
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			ST		-	<u> </u>													
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			OT																

The original Payroll Form #WH-347 can be purchased directly from the Superintendent of Documents, Washington, D.C.



Statement of Compliance

Explanation of Form

What It Is Used For: This is a requirement of the U.S. Department of Labor.

This form MUST be submitted to the Grantee by the Contractor and Subcontractors each week with the payroll

record.

When It Is Used: During the construction phase of the project.

Where It Goes: It is filed with payroll records in the Grantee's Labor

Standards project file.

Instructions: Follow the instructions prepared by HUD for use of this

form.

HUD's Instructions for Preparation of Statement of Compliance

This Statement of Compliance meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay fringe benefits as predetermined by the U.S. Department of Labor, in addition to payment of the minimum rates. The contractor's obligation to pay fringe benefits may be met by payment of the fringes to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes.

The contractor should show on the face of his payroll all monies paid to the employees whether as basic rates or as cash in lieu of fringes. The contractor shall represent in the Statement of Compliance that he is paying to others fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions follow:

Contractors who pay all required fringe benefits: A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor shall continue to show on the face of this payroll the basic cash hourly rate and overtime rate paid to his employees, just as he has always done. Such a contractor shall check paragraph 4(a) of the Statement to indicate that he is also paying to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted in Section 4(c).

Contractors who pay no fringe benefits: A contractor who pays no fringe benefits shall pay to the employee and insert in the straight time hourly rate column of his payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on the basic or regular rate plus the required cash in lieu of fringes at the straight time rate. To simplify computation of overtime, it is suggested that the straight time basic rate and cash in lieu of fringes be separately stated in the hourly rate column, thus \$3.25/.40. In addition, the contractor shall check paragraph 4(b) of the Statement to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in Section 4(c).

<u>Use of Section 4(c), Exceptions</u>: Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employees as cash in lieu of fringes, and the hourly amount paid to plans, funds, or programs as fringes.

GPO: 1981 0 -345-632

For sale by the Superintendent of Documents, U.S. Government Printing Office Washington D.C. 20402

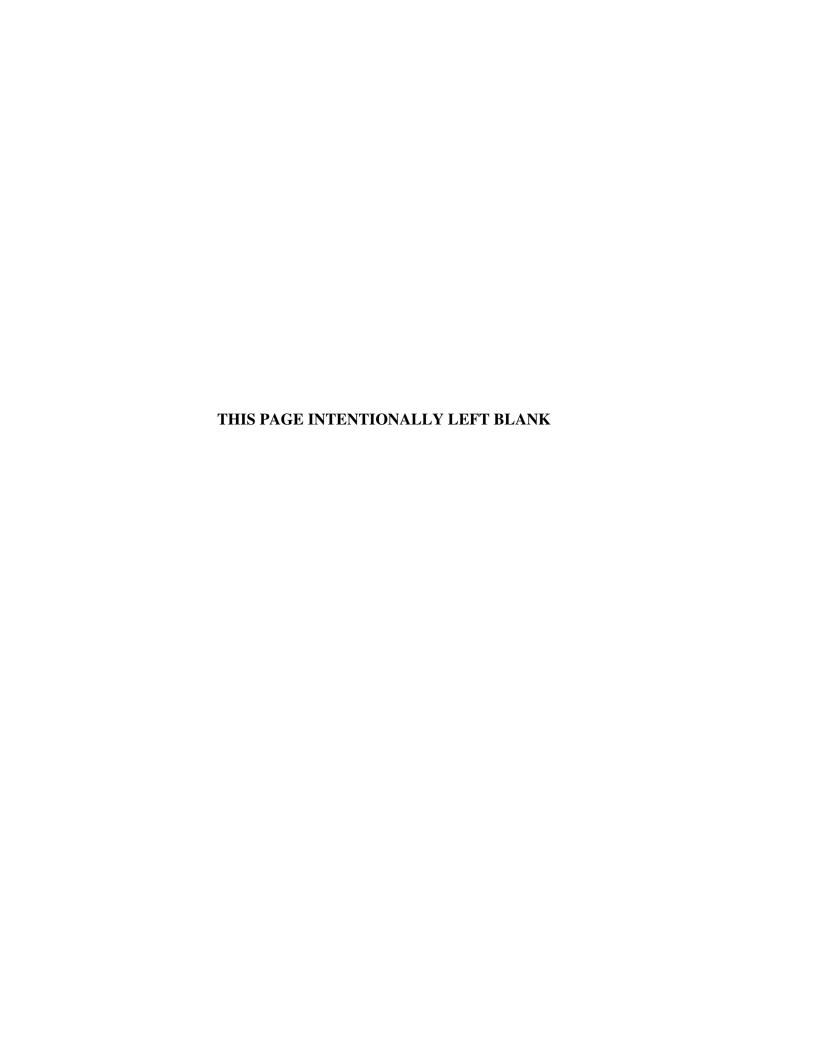
U.S. DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

STATEMENT OF COMPLIANCE, Form WH-348

Date												
I,						,				do hereby	stat	e:
	(Na	ame of	Signa	atory Party)	(Title)							
(1)	That			supervise		1 .						•
	during	(Cont	ractor	or Subcont period com	racto	;)		(Bui	lding or '	Work)		
	200	and e	ending	g the	da	y of			, 200	, all ₁	ersc	ons
	rebates	have	been	project hav or will be r	nade	either dire	ctly	or inc	lirectly to	or on be	half	of
			(Co	ntractor or S	Subco	ntractor)						
	indirec	tly fro	m th	son and that e full wag ned in Regi	es ea	rned by a	ny p	erson	, other t	han pern	nissi	ble
	Secreta	ary of	Labo	r under the 76 Stat. 357	Cope	eland Act,	as a	mend	led (48 S	tat. 948.6	•	
	,		,		,		,,					
(2)	above mechan in any	period nics co wage rth the	l are ntaind detern	otherwise used therein a mination independent of the contraction in the for each 1	d cor re not corpor	nplete; that less than trated into t	at th the a the c	e wa pplic	ge rates able wage ct; that th	for labo e rates con ne classifi	rers ntair catio	or ned ons
(3)	fide a recogn Depart	pprentized by ment of the world with the prediction of the predict	ceshi by th of La ith th	es employe p program e Bureau bor, or if ne Bureau or.	region of Anno su	stered wit pprentices ch recogn	h a hip ized	State and agen	e appren Training, cy exists	ticeship United in a Sta	ager Sta ate,	ncy ites are

(4)	That (That (must check one of the three boxes!):										
	(a)	WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS										
		In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.										
	(b)	WHERE FRINGE BENEFITS ARE PAID IN CASH										
		Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.										
	(c)	EXCEPTIONS										
		EXCEPTION (Craft) EXPLANATION										
REM	ARKS:											
Name	and Tit	le Signature										
SUBJ PROS	ECT TI SECUTI	ULL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY HE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL ON. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE UNITED STATES CODE. (Form WH-348)										

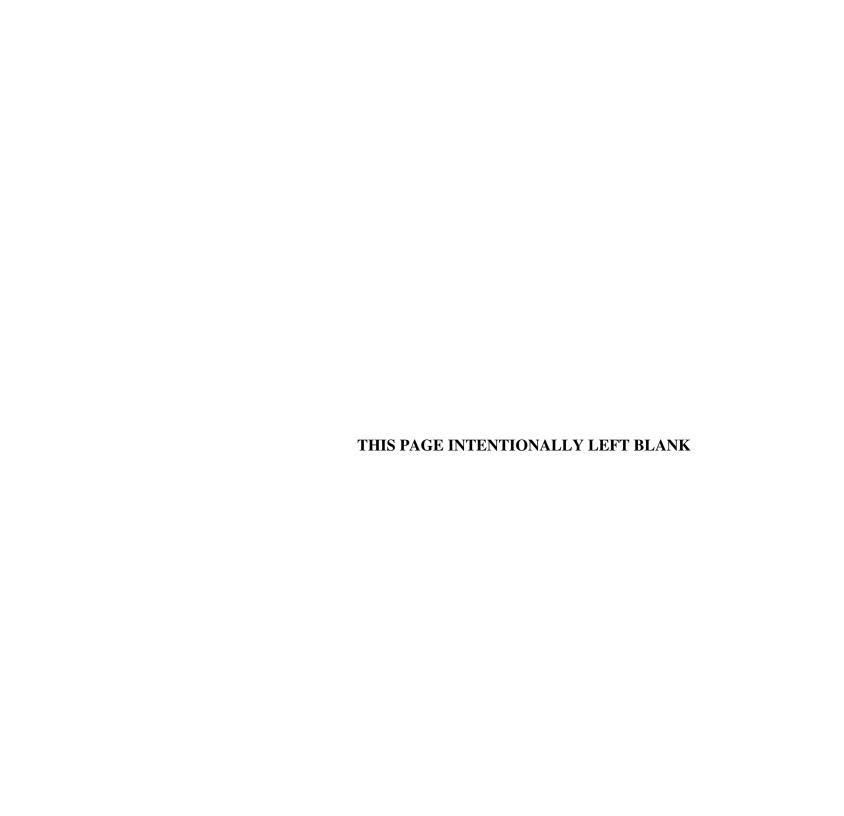
LOG OF PAYROLL REPORTS



Log of Payroll Reports

GRAN'	ΓΕΕ:				CONTRACTOR OR SUB NAME:								
CIG#:		-			REVIEWER'S NAME:								
Week Ending	Date Payroll Received	Compliance Statement Received?	Wages Consistent w/Employee Interview?	Consistent W/Register of Assigned Employees?	Consistent w//Wage Decision?	Math Correct?	Overtime Paid?	Deductions Authorized?	Problems Identified and Steps Taken	Date Problems Resolved			

Note: Indicate the accuracy of all payroll calculations for each employee with a checkmark in the verified columns of the weekly payroll form. The Contract Compliance Officer should also initial and date each weekly payroll form.



LOG FOR REVIEWING EMPLOYEES ON PAYROLLS

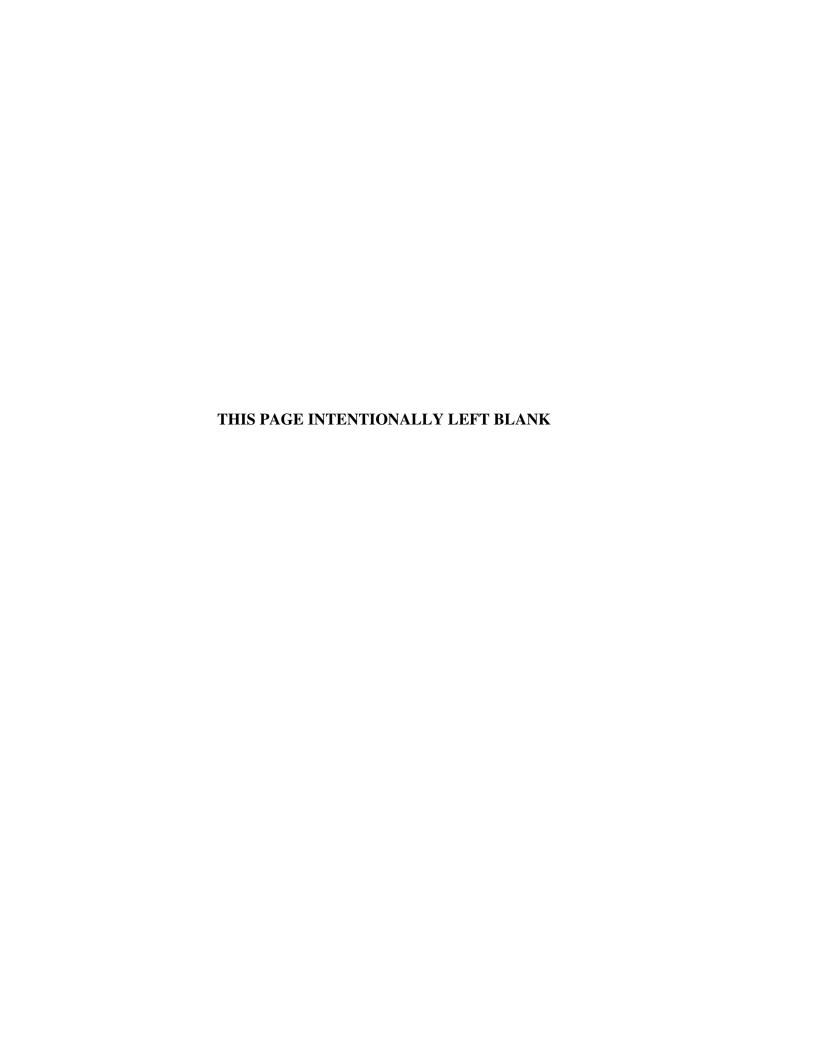
GRANTEE :						CONTRACTOR OR SUB NAME:								
CIG #:		REVIEWER'S NAME: COVERS/ THROUGH//												
PAYROLL #														
Employee Name	Job Classification	Hourly Wage per Payroll	Hourly Wage per WD	Hourly Wage per RAE	Math correct?	Authorized deducts?	consistent		Hired after Const Began?*		Female?*	# of Interviews*	Date Problems Resolved	
		+												
*Column totals for Proje	ect Area Residents, New Hi	res, Minoritie	es, Female	s & # of Int	erviews									

WD = Wage Decision

RAE = Register of Assigned Employees



LOG FOR REVIEWING EMPLOYEES ON PAYROLLS

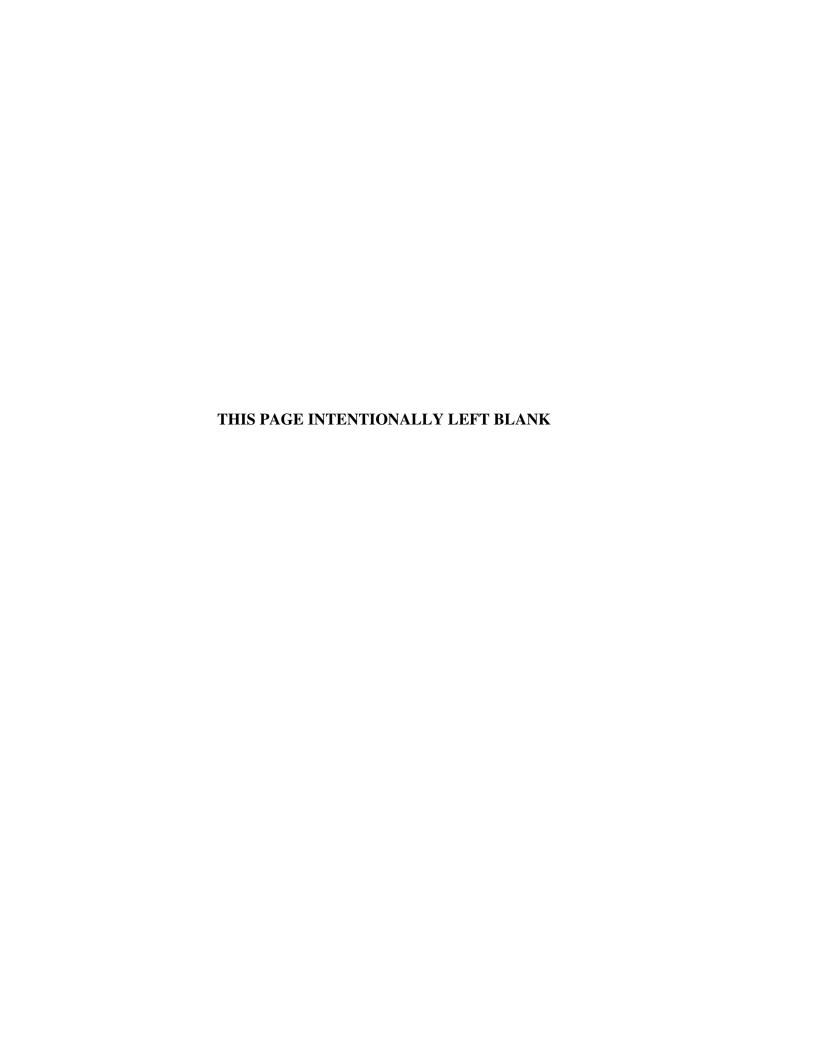


Appendix

50

AUTHORIZATION OF PAYROLL DEDUCTIONS

l,		(Empl	oyee's Name), hereby
auth	orize		(Company's Name)
	educt the following amount(s) fro gories:	m my weekly earni	ings in the following
Purp	oose	Amount	Authorization Expires
1.	Health Insurance		_
2.	Intensive Care Insurance		
3.	Cancer Insurance		_
4.	Uniforms		
5.	Child Support		_
6.	Garnishment Payments		_
7.	Christmas Fund		_
8.	Savings Account		_
9.	Other (Specify)		_
	TOTAL		_
Sign	ature		
Туре	e or Write Name		
Date			



RECORD OF EMPLOYEE INTERVIEW

Explanation of Form

What it is used for: To be used to interview project workers in order to determine that the

Contractor and all subcontractors are complying with *Davis-Bacon Act*, *Contract Work Hours and Standards Act*, and *Copeland "Anti-Kickback" Act* requirements. Is used as test against payroll information. Also used to

verify compliance with Section 3 requirements.

When It Is Used: During the construction phase of the project.

Where It Goes: Grantee's Labor Standards project file.

Instructions: Employees should be selected for interviews either at random or on the

basis of suspected irregularities as determined through the site visit or Payroll Reports. The number of interviews necessary is determined by the size of the Project. A minimum of at least one worker per trade and 25% of the total number of workers must be interviewed. Interviews must be conducted during construction a minimum of once a month to determine the Contractor's compliance with the aforementioned federal requirements. Interviews must take place during the times in which each subcontract is being performed to assure that all trades are covered. After completion of the interview the Contract Compliance Officer must note on the form whether the employee's statements were consistent and

whether they verified what was observed.

The Contract Compliance Officer must cross reference the information on the Record of Employee Interview form with information from the Contractor's weekly Payroll Report, the Register of Assigned Employees, and the Wage Decision, indicating so by filling out the bottom part of the form. Appropriate action must be initiated to clear any discrepancies and questionable items.



VIRGINIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CDBG COMMUNITY IMPROVEMENT GRANTS

RECORD OF EMPLOYEE INTERVIEW

GRANTEE/CONTRACT: #						
NAME OF PROJECT:						
CONTRACTOR OR SUBCONTRACTO	R □:					
1. NAME OF EMPLOYEE:						
2. EMPLOYEE'S PERMANENT HOME A	2. EMPLOYEE'S PERMANENT HOME ADDRESS:		LOCATED IN PROJECT AREA?			
			YES	NO		
		NIIIMBED OF LIC	NIDC			
THIS PROJECT:	3. LAST DATE WORKED NUMBER OF HO					
4. HOURLY PAY RATE: \$						
5. WHAT IS YOUR JOB CLASSIFICATION	 N:					
6. WHAT ARE YOUR DUTIES;						
,						
7. TOOLS OR EQUIPMENT USED:						
8. PAID AT LEAST TIME AND A HALF F	OR ALL HOL	JRS WORKED	YES	NO		
OVERTIME						
9. EVER THREATENED, INTIMIATED OR COERCED INTO GIVING YES NO UP PART OF PAY?						
10. DUTIES/JOB CLASSIFICATION OBSERVED BY INTERVIEWER:						
11. MINORITY YES	NO	GENDER:	MALE	FEMALE		
STATUS						
12. DATE (month/year) HIRED:	OF	R RECALLED (if	applicable):			
Signature of Interviewer Date of Interview						
PAYROLL EXAMINATION						
REMARKS:						
Signature of Payroll Examiner		Date				



BIDDER COMPLIANCE STATEMENT

Explanation of Equal Employment Opportunity

1. What contracts or subcontracts are subject to the Equal Opportunity Clause?

Federal government contracts or subcontracts" exceeding \$10,000 or contracts or subcontracts with the Federal government which, in any 12 month period, total or can reasonably be expected to have an aggregate total value exceeding \$10,000.

"Federal assisted construction contracts/subcontracts and non-construction contracts/subcontracts" exceeding \$10,000.

2. When is a bidder required to have on file at each establishment, affirmative action programs?

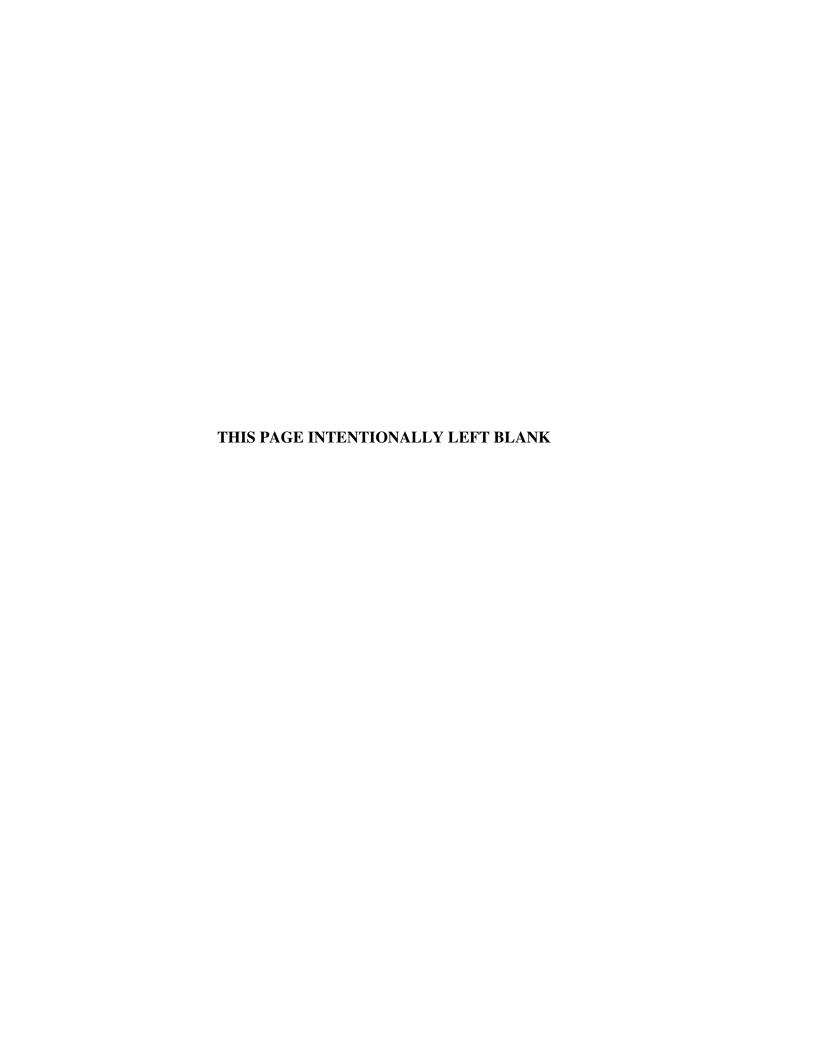
For NON-CONSTRUCTION CONTRACTS (service and supply), DOL regulations (41 CFR 60-2) call for a Written Affirmative Action Plan from each prime contractor or subcontractor with 50 or more employees and (1) a contract of \$50,000 or more; or (2) Government bills of lading which, in any 12 month period, total or can be reasonably be expected to total \$50,000 or more.

For CONSTRUCTION CONTRACTS, DOL Regulations do not require a Written Affirmative Action Plan. However, Contractors must take specified Affirmative Action Steps and to demonstrate with evidence that the Specifications (41 CFR 60-4.3) in the Equal Opportunity Clause have been implemented.

3. What reports are due under the applicable filing requirements?

Standard Form 100 (EEO-1 Survey). Each person (contractor and subcontractor) shall file annually with the Joint Reporting Committee the EEO-1 Survey if such person (1) is not exempt as provided for by 41 CFR 60-1.5, (2) has 50 or more employees, and (a) a contract of \$50,000 or more; or (b) government bills of lading which, in any 12 month period, total or can reasonably be expected to total \$50,000 or more.

Each person required to submit reports shall file such report with the PUBLIC BODY within 30 days after the award to him of a contract or subcontract, UNLESS such person has submitted such a report within 12 months preceding the date of the award. Subsequent reports shall be submitted annually. For more details, call the Joint Reporting Committee at (866) 286-6440 or go to www.eeoc.gov and click on "EEO-1 Survey."



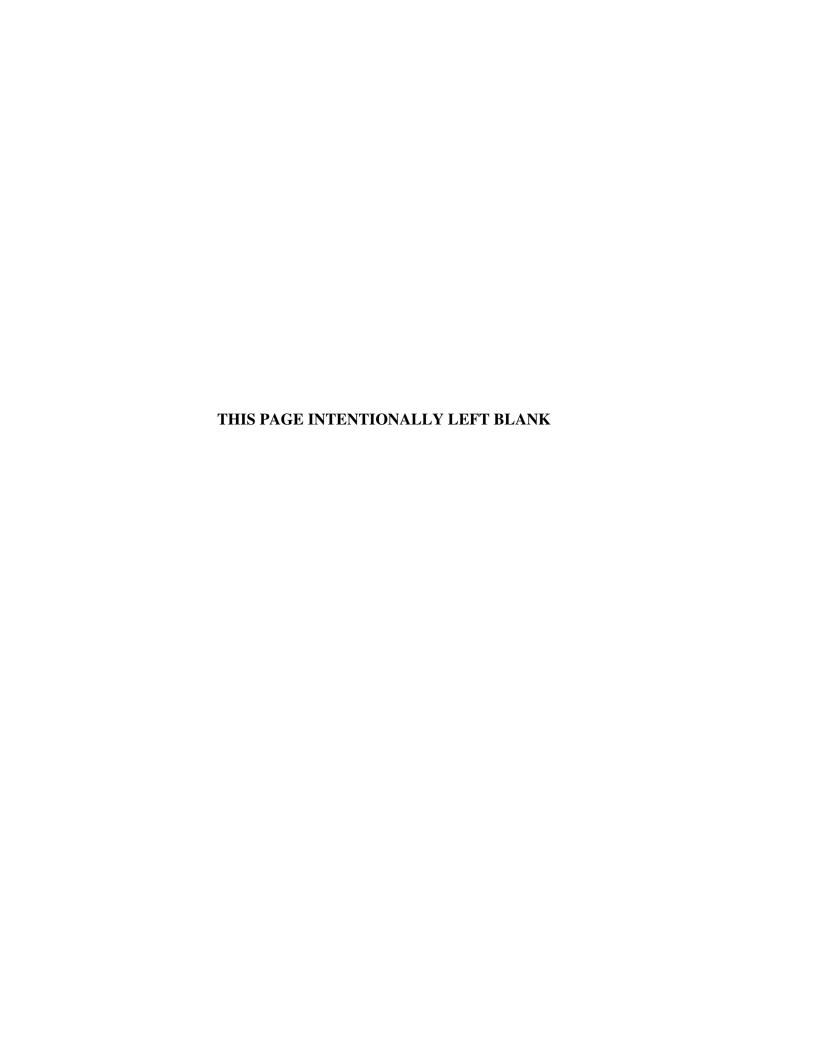
BIDDER COMPLIANCE STATEMENT CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Applicability: Bid exceeding ten thousand dollars (\$10,000) for contract/subcontract of unlimited amount and non-construction contract/subcontract for less than one million dollars (\$1,000,000). This statement relates to a proposed contract between (pick one):
Contractor and Contractor and Subcontractor to be funded under a federally assisted project. Pursuant to Executive Order 11246 and its implementing regulations at 41 CFR 60-1.7(b) (1), as the undersigned bidder, I certify that: Bidder has participated in a previous contract or subcontract subject to the 1) Equal Opportunity Clause. YES \square NO 2) Bidder has developed and has on file at each establishment, affirmative action programs pursuant to 41 CFR 60-2 (applies only to non-construction contracts or subcontracts). YES NO (contract less than \$50,000 AND fewer than 50 employees) 3) Bidder has filed with the Joint Reporting Committee; the Director of the Office of Federal Contract Compliance Programs, U.S. Department of Labor; and agency; and/or the Equal Employment Opportunity Commission; all reports due under the applicable filing requirements. \square NO None Required YES I understand that if I have failed to file any compliance reports which have been required of me, or have failed to develop and have on file at each establishment affirmative action programs pursuant to 41 CFR 60-2, when required, I am not eligible to have my bid or proposal considered, or to enter into the proposed contract. I further understand that if awarded the proposed contract, and the contract for the FIRST time brings me under the filing requirements or the written affirmative action programs that I will, as applicable: (a) within 30 days file with the Public Body, Standard Form 100 (EEO-1); and (b) within 120 days from the commencement of the contract, develop and submit to the Director of the Office of Federal Contract Compliance Programs, U.S. Department of Labor, for approval a Written Affirmative Action Plan. Signature: Type Name: Title: Address, including zip code: IRS # (or owner's social security #):

Any other reports that have been required pursuant to Executive Order 11246 by a

contracting agency, the Equal Opportunity Commission, or the Director of the Office of Federal Contract

Compliance Programs, U. S. DOL.



EQUAL OPPORTUNITY CHECKLIST

Explanation of Form (Part of Wage Decision Packet)

What it is Used For: This is required to assure that all required Equal

Opportunity requirements are explained and all appropriate forms are conveyed to the Contractor and subcontractors.

When it is Used: During the Pre-construction Conference.

Where it Goes: To Grantee's Equal Opportunity project file.

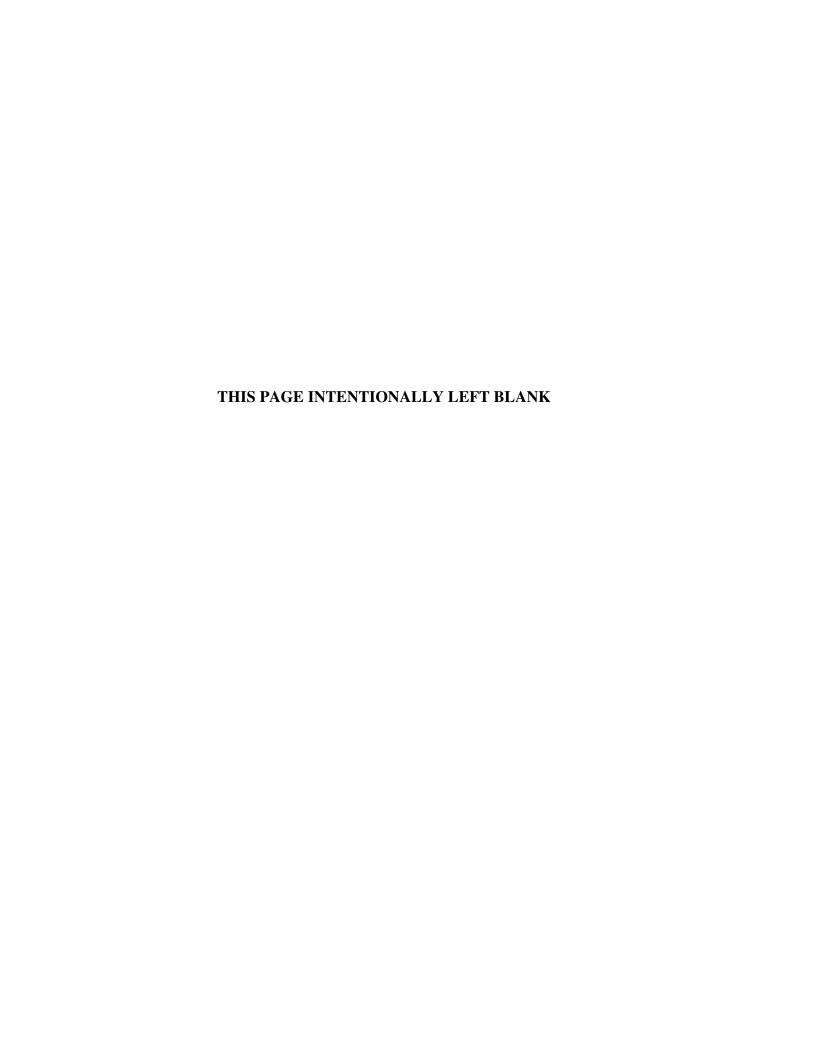
Instructions: Part of the 'wage decision packet' sent by DHCD with the

Wage Decision applicable to the activity(s) being contracted. Use the checklist to check off equal opportunity items as they are addressed at the Preconstruction Conference. Have the Contractor and any known subcontractors sign this checklist after completing review of items. Any subcontractors hired subsequent of the Pre-construction Conference must also sign the

checklist.

See also "Equal Opportunity Requirements," as found in Chapter 8: Federal Labor Standards and Equal Opportunity

Requirements.



EQUAL OPPORTUNITY CHECKLIST (TO BE COMPLETED INITIALLY AT PRE-CONSTRUCTION CONFERENCE)

	Contractors have reviewed and understand Equal Opportunity/Section 3 contract provisions.	
	Contractors must inform unions or other source of workers of Equal Opportunity requirements such as:	
	a) taking applications at jobsite; and	
	b) advertising in local or appropriate media.	
*	Contractors have received DHCD forms "Register of Assigned Employees" and "Register of Contractors, Subcontractors and Suppliers"; and have been instructed to submit initial forms at Start of Construction and every month or part of month during the course of the contract.	
	Contractors are aware of goals for utilization of minority and female workers.	
	Contractors are aware that they are obligated to the greatest extent feasible to hire lower income project area residents as workers and trainees and to utilize project are businesses and businesses owned by project area residents.	
	Prime contractor has been given Equal Opportunity poster and will display it in prominent place at jobsite(s).	
*	If contractors employ more than 50 persons and contract is over \$50,000 they have submitted form EEO-l to the Joint Reporting Committee, P. 0. Box 779, Norfolk, Virginia 23501; 804/461-1213.	
* De	enotes those items which must be submitted by the Contractor.	

(Public Body):	(Prime Contractor):		
Signature	Signature		
Title	Title		
	Company		
(Subcontractor):	(Subcontractor):		
Signature	Signature		
Title	Title		
Company	Company		
(Subcontractor):	(Subcontractor):		
Signature	Signature		
Title	Title		
Company	Company		
(Subcontractor):	(Subcontractor):		
Signature	Signature		
Title	Title		
Company	Company		

Appendix **54**

EXPLANATION OF

REGISTER OF ASSIGNED EMPLOYEES

What it is used for: To document contractors' employees working on the project.

When it is used: Prior to start of construction to document the initial workforce, and throughout the construction

process. It is updated on an ongoing basis and submitted at least monthly.

Where it goes: The grantee files all submittals in their labor standards and equal opportunity project files.

Instructions:* • COMPLETE THE "Month Covered" AND "Date Completed" IN THE TOP RIGHT CORNER.

- SHOW EXACT AMOUNT.
- NEW HIRES are registered as such one time and only on the original submittal or for the month in which it occurred; DO NOT DUPLICATE 'NEW HIRES' ON SUBSEQUENT SUBMITTALS.
- Employees RECALLED by the contractor to work FOR THE FIRST TIME on the project are treated as NEW HIRES except that the date recalled is entered in e(2). Subsequent recalls of any employees, whether originally listed as a 'new hire' or a 'recall' are treated as 'modifications,' see below.
- MODIFICATIONS affect ONLY the following items: (ONLY ITEM 'a' AND ITEM(S) BEING MODIFIED ARE COMPLETED FOR MODIFICATIONS.)
 - o changes to employee's name, e.g. due to marriage (item a) (if change is to name, show both old and new name)
 - o changes in trade and job classification (item c)
 - o changes in rate of pay and benefits (item d)
 - o changes in authorized payroll deductions (item f)
 - o a recall of an employee previously registered (item e(2)).

<u>GRANTEE'S RESPONSIBILITIES:</u> For every procurement with a prime contractor, the Grantee must complete item (1) of SECTION I and supply the prime contractor with enough copies for the duration of the contract.

<u>PRIME CONTRACTOR'S RESPONSIBILITIES:</u> The Prime Contractor must complete this prior to start of construction and provide updates on an ongoing basis. It must be submitted to the Grantee <u>at least</u> monthly, along with submittals received from subcontractors.

The Prime Contractor must use the forms supplied by the Grantee in which item (1) of Section I is already completed; item (2) remains blank. In SECTION II, the Prime Contractor completes items 'a' thru 'h' on 'new hires' and first time 'recalls', and only item 'a' and the item(s) being modified for modifications. The Prime Contractor is also responsible for assuring that subcontractors submit this form to the Prime Contractor.

For every procurement with a subcontractor, the Prime Contractor should complete item (2) of SECTION I (item (1) is already completed on the form) and supply the subcontractor with enough copies for the duration of the subcontract.

<u>SUBCONTRACTOR'S RESPONSIBILITIES:</u> The Subcontractor must complete this prior to start of construction, provide updated on an ongoing basis, and submit it to the Prime Contractor <u>at least</u> monthly.

The Subcontractor must use the forms supplied by the Prime Contractor in which Section I is already completed. In SECTION II, the Subcontractor completes items 'a' thru 'h' on 'new hires' and first time 'recalls'; and only item 'a' and the item(s) being modified for modifications.



Register of Assigned Employees	Month Covered:, 20	Date	Completed:		
Submit initial list of workforce prior to start of construction; update throughout construction to show new hires/modifications					
SECTION I: Identification of Level of Submittal, see instructions on back of form					
(1) Grantee	Grantee Grant Contract # Project Location				
Section 3 Area:	Section 3 Area: # MINORITY# FEMALE			Ξ	
Prime Contractor	Prime Contractor Contracted Amount \$				
(2) Subcontractor		Contract	red Amount \$		
SECTION II: for NEW HIRES: complete	e items 'a' thru 'h' for MODIFICATIONS:	complete only item 'a' a	and item(s) being modifie	d	
a. NAME OF EMPLOYEE b. COUNTY OF RESIDENCE	c. TRADE & JOB CLASSIFICATION d. RATE OF PAY & BENEFITS	e. (1). DATE HIRED or e f. AUTHORIZED PAYRO		g. MINORITY	h. GENDER
a.	c.	e (1)	or e(2)	yes	female
b.	d.	f.		no	male
a.	c.	e (1)	or e(2)	yes	female
b.	d.	f.		no	male
a.	c.	e (1)	or e(2)	yes	female
b.	d.	f.		no	male
a.	c.	e (1)	or e(2)	yes	female
b.	d.	f.		no	male
a.	c.	e (1)	or e(2)	yes	female
b.	d.	f.		no	male

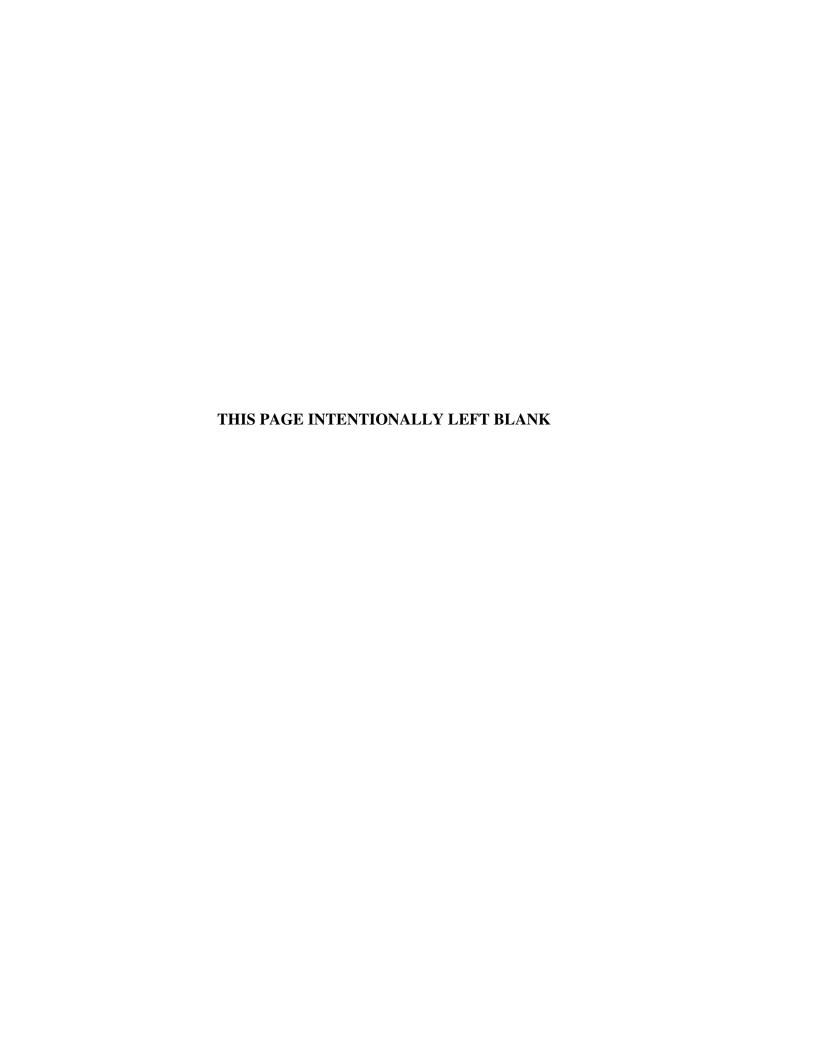


Appendix

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What You Need to Know

Grantees may adapt the following brochure to comply, in part, with the requirement that written information which describes the proposed housing project must be provided to residents of the project area. Call your Community Representative if you would like an electronic version in Microsoft Office Publisher 2003.



Frequently Asked Questions

"What happens to my house if I pass away or have to go into a nursing home?"

If your housing needs change within 10 years, your relatives, if income eligible, could live in the house, the house could be rented to an LMI person or the house could be sold (and a portion of the grant amount repaid to your community out of the sale price). After a 10 year period, the terms of the loan have been satisfied (meaning the lien will be released) and no further requirements apply.

"Why did my neighbor get a new house, but you only fixed my old house?"

In some cases, houses are in such bad shape that they must be demolished and new ones provided. In some cases, a house could be rehabilitated instead of demolished and brought up to a safe, decent and affordable level. The Rehab Specialist helps to determine this.

"What happens if I miss a payment?"

If your finances change during your loan period, you should let the grant administrator know immediately. In most cases, a new payment plan better suited to your current ability-to-pay can be worked out. Any penalties must be described in the Program Design, and you should ask for a copy of this before you fill out your application.

"Why can't the contractor just do some additional work while he's here?"

The grant pays for specific types of repairs based on the mission of providing safe, decent, and affordable housing, and cannot pay for cosmetic items, such as porches, decks, or spare bedrooms. Also, the funds are limited, and there is only so much available for each house. We can only do as many houses as possible by honoring fair and consistent limits for everyone.

"What if I just don't want to participate in this program?"

While we want everybody eligible in the community to benefit from the program, participation is voluntary. If you are eligible to receive assistance but do not want it, you will be asked to sign a form stating so, and no other requirements will be placed on you.

"What if I have a complaint about how this program is being done?"

This project has a written complaint and appeals procedure; you can request a copy from your grant administrator. Generally speaking, if you have a question or a complaint, the first step is to talk to the grant administrator. If you are not satisfied with the response, you should put your question or complaint in writing and send it to the Housing Rehab Board.

What You Need to Know About

Housing Rehabilitation



Facts about the State-funded Rehabilitation in Your Neighborhood

Questions should be directed to:

Prepared by
Project Management Office
Department of Housing and Community Development
501 North Second Street • Richmond, Virginia 23219

What is this? Your community applied for and has received a Community Development Block Grant (CDBG) from the Virginia Department of Housing and Community Development (DHCD). CDBG funding is available to assist low- and moderate-income (LMI) residents with housing and infrastructure needs. In your neighborhood, these funds will provide safe, decent and affordable housing for you and your neighbors. With your active participation, this project can help transform the entire neighborhood!

How can this help you? The state's definition of "safe, decent, and affordable housing" includes making sure all homes meet guidelines known as Housing Quality Standards (sometimes called HQS). If your house is in need of repairs before it can meet these standards, this program can help pay for those improvements to be made on your behalf.

How do you sign up for this? You will need to fill out an application form. Since we need the owner of the property to give permission for repairs to be made, you will also need to prove who owns your house. The application form will also ask for information about your income, and it is important that you provide it. This program is only available to low— and moderate-income households and we must be able to prove you meet that definition.

What is the definition of "low- and moderate-income"? Your household's total income must be equal to or less

than the figures in this chart in order for you to be able to participate in this program. The "grant administrator" is a person in your community working with state government to get the grant funds; he or she can help you determine the total income for your household. This person will also need to prove the dollar figure is accurate, so you will need to allow them to receive or see official paperwork, such as pay stubs and bank statements. All applications and attached paperwork will be kept confidential and in a *locked file drawer!* The dollar amounts in this chart and the rules the grant administrator follows are set by the federal government.

What happens after the application form is complete? Applications are reviewed by a Housing Rehabilitation Board, which is made up of local people from your neighborhood and community. A ranking system is used to decide who can receive housing assistance with this program, and

Size of Household	Income
1	
2	
3	
4	
5	
6	
7	
8	

they usually try to help the ones with the most need first. The ranking system and other information on the program are available in a document called "Housing Program Design". If you ask the grant administrator for a copy, one will be given to you.

After your application is approved by the Housing Rehabilitation Board someone hired by your community called a "Rehab Specialist" will visit your home to see what repairs need to be made. The Rehab Specialist will be comparing your home to the Housing Quality Standards, and will make a list of needed repairs as well

as an estimate of what those repairs may cost. You will need to allow this person to come into your home and look in all rooms, as well as the crawlspace or basement and attic.

The Rehab Specialist will also be responsible for hiring a contractor to make the repairs, inspecting the work, and making sure the contractor gets paid.

What kind of repairs are typical?

Housing rehabilitation is not "remodeling". Instead, it is making improvements to your house that focus on electrical, heating, plumbing, foundations, windows, and doors. Work can also be done to help make the home easier to live in for those with physical disabilities, if this applies to people in your family.

How much does it cost to make repairs? The CDBG program has maximum amounts that can be spent on

each house depending on what work is needed. Help from our program is limited to this amount for every family who participates. Each house is put out to bid using the same process, and contractors submit their costs to do the work. The Rehab Specialist and Housing Review Board will decide which contractor to use if more than one bid is received. No contractor can be hired to do the work unless the cost limits are followed. The grant administrator will explain the cost limits to you.

Will it cost me anything? The rehabilitation work will be done using a 0%

interest loan. The Grant Administrator will use your income information to find out if you can afford to repay any of the costs of repairs. This is based on a formula set by the federal government. If it is decided you cannot contribute toward the cost of the repairs, the

work will be paid entirely by grant funds.

If it is decided that you can pay some amount toward the cost, you will be expected to make a payment every month for up to ten years. The difference between what you can pay and what the repairs actually cost is what the grant will pay. In either case, paperwork will be filed with the Court (a "lien" will be placed on your house) as official record of the state investment and describing the terms. Please ask the grant administrator for additional information on how the 0% interest loan works and for a definition of the terms related to loan closing.